The Solicitors' Journal.

LONDON, AUGUST 4, 1883.

CURRENT TOPICS.

MR. JUSTICE PEARSON will take the work of Vacation Judge during the earlier half of the Long Vacation.

THE SUBJECT of office copies of wills, which has lately received the attention of the Council of the Incorporated Law Society, is one which deserves the attention of the authorities. The practice which prevails at the probate registries of issuing copies which are not examined, and designating them office copies, is, to say the least, very dangerous. Such copies frequently contain material errors, and, we believe, are not accepted by the officers of the Supreme Court.

THE RESULT of the passing of the Supreme Court of Judicature (Funds, &c.) Bill, which has passed the House of Lords, and is now before the House of Commons, will be to constitute one accounting department for the Supreme Court, and to enable the Lord Chancellor, with the concurrence of the Treasury, to unite in one consolidated fund all moneys and securities of suitors in any Division of the court. The Lord Chancellor, with the concurrence of the Treasury, is empowered to make rules for giving effect to these provisions, and for enabling dividends to be transmitted by post.

SOME DOUBT seems to have been suggested as to whether the murderer of JAMES CAREY can be made amenable to the jurisdiction of the courts in this country. Assuming, as appears to be the case, that the murder was committed on the high seas, the matter does not appear to be open to question. At common law the Admiralty had jurisdiction over all offences committed on the high seas. That jurisdiction has never been taken away. It was extended to the Central Criminal Court by 4 & 5 Will. 4, c. 36, s. 22, and to every justice of oyer and terminer by 7 & 8 Vict. c. 2, s. 1. No doubt 12 & 13 Vict. c. 96, s. 1, enables a colonial court to try all persons "charged" with an offence committed on the high seas in the same manner as if such offence had been committed on waters within the local jurisdiction of the courts of the colony, and 17 & 18 Vict. c. 91, s. 21, also provides that any British subject "charged" with having committed any offence on the high seas may be tried by the courts within whose jurisdiction he has been found. But none of these Acts interfere with the Admiralty jurisdiction. It appears to rest with the Crown, or other prosecutor, to decide whether CAREY'S murderer shall be tried in Natal or in London. It is immaterial whether the alleged murderer is or is not a British subject, since, as Lord Coleridge said in *Reg.* v. *Carr* (L. R. 10 Q. B. D., at p. 85), "a person who comes on board a British ship, where English law is reigning, places himself under the protection of the British flag, and as a correlative, if he thus becomes entitled to our law's protection, he becomes amenable to its jurisdiction, and liable to the punishment it inflicts on those who infringe its requirements."

WE ARE GLAD to observe that the singular Bill for the "amendment" of the Statute of Frauds, on which we recently commented, was thrown out on Monday on the third reading. It was brought on at a very late hour, when comparatively few members were present, and, but for the determined opposition of several of the lawyers on both sides of the House, would probably have passed the third reading; and in spite of that opposition it was only rejected by a majority of four. The SOLICITOR-GENERAL is reported to have said that "he could not altogether share the fears of his learned friends about the Bill," but we can hardly think that he can have considered the practical consequences of the measure if it had become law. It proposed to provide that where, by the Statute of Frauds, or any statutory amendment thereof, "any contract ought to be in writing, or signed or sealed by any person," any party to an action "against whom the absence of such writing or signature is relied on" may "interrogate in writing or by word of mouth any other party to such action as to such contract, and require him to answer upon oath whether the same was made, and what were the terms thereof." If it appears, "either by such answer or otherwise by admission of such party," that "there was a contract otherwise sufficient in law," such contract so stated or admitted is to be "deemed a good contract, and capable of being enforced in law between the said parties, notwithstanding the same was not in writing, or signed or sealed, as required by law." The result of this provision would obviously be to hold out the strongest temptation to perjury on the part of the person interrogated, since his escape from the contract sought to be enforced against him would depend entirely on the vigour with which he denied its existence. Persons who seek to evade the performance of a contract on the ground of non-compliance with the technicalities prescribed by the Statute of Frauds, are not likely to hesitate much about swearing that no contract existed, and there is so much uncertainty and possibility of misunderstanding about verbal "understandings," that there would not be much chance of insuring convictions for perjury.

A NOVEL FUNCTION is proposed to be cast on county court judges by clause 48 of the Agricultural Holdings Bill, as amended in Committee. The clause provides that no person shall act as a bailiff to levy any distress under the Act "unless he shall be authorized to act as such by a certificate in writing under the hand of the judge of the county court having jurisdiction in the district in which the distress is levied"; and every county court judge is required, on or before the 31st of December next, to appoint "a competent number of fit and proper persons to act as such bailiffs" in his district; and it is provided that if any person so appointed shall be proved to the satisfaction of the judge to have been guilty of extortion or other misconduct in the execution of his duty as a bailiff, "he shall be liable to have his appointment summarily cancelled by the said judge." These provisions are likely to produce so great an improvement on the present system that we would suggest the extension of them, and of the scale of costs prescribed in the schedule to all distresses. It is exceedingly desirable that the costs of all distresses for rent over £20, where the goods distrained are not taken to a public pound, should be regulated by law, and that some efficient check should be imposed on the conduct of bailiffs. The costs now prescribed in the schedule to the Agricultural Holdings Bill—viz., three per cent. on any sum exceeding £20 and not exceeding £50, and two and a-half per cent. on any sum exceeding £50; and £1 1s. to the bailiff for the levy, and to the man in possession, if boarded, 3s. 6d. per day, and if not boarded 5s. per day—appear to be fairly remunerative while not unreasonable, but it is open to doubt whether, if the provisions are limited to distress on agricultural tenants, sufficient work will be found in some districts to induce respectable and intelligent men to fill the office of bailiffs to levy distresses.

THE REGISTRAR OF TRADE-MARKS has just issued a notice which demands the attention of all persons who have applied for the registration of trade-marks and have not actually received a notification of their applications having been acceded to. As the matter stood previous to the recent re-issue of the rules, any person who chose to do so was at liberty to apply for the registration of a

trade-mark to which he was not really entitled. Then, if he found that his wrongful claim was objected to or likely to be opposed, he might refrain from pressing it and simply leave it where it stood. Then, at any juncture which appeared to be favourable to his prospects of success, he might push the application to an issue, and if the date were more than five years after the original making of the application, his registration, if obtained, would at once possess all the advantages conferred by the Registration Acts upon a five years' mark. In the meantime the list of undisposed-of applications at the Registry Office has been gradually accumulating, and there has been no power to clear the list. The 16th of the new rules, however, provides that in all cases where an applicant neglects to proceed with the registration of his mark within twelve months from the date of application, or within six months from the date of the expiry of the advertisement in the official journal, the registrar may deem such application to be abandoned. This rule has not as yet had effect given to it, but the registrar now notifies that it is intended to apply this rule from the 1st of October next, and he warns persons who have pending applications not proceeded with that they should take immediate steps to prevent such applications from being cancelled by the registrar as abandoned. This enforcement of the rule will have the effect of clearing the list of a large number of unmeritorious and stale applications, but there may be some other applications which were made with perfect *bona fides*, and have, from some oversight, been allowed to remain pending for periods slightly exceeding that now allotted, which will lapse unless attention is speedily paid to them.

One important change and several comparatively slight alterations were made in the Agricultural Holdings Bill on its consideration as amended. The important change was the omission from clause 1 of Mr. Balfour's proviso, "that in respect of those improvements for which the consent of the landlord is not required, the amount of such compensation shall in no case exceed the amount of outlay incurred by the tenant." It certainly seems unjust that, while the tenant is to take his chance of loss in case his outlay proves to be unproductive, he is not to have the benefit of any increase in value of the improvement beyond his actual outlay, and we hope that the clause will become law in its present form. At the same time, in place of the second proviso in clause 1, there were substituted the following words: "Provided always, that in estimating the value of any improvement in parts 1 and 2 of the 1st schedule hereto, there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil." Clauses were also inserted debarring the tenant from compensation in respect of improvements commenced after a notice to quit has been given to or received by the landlord; enabling compensation, when ascertained to be due to a tenant, to be set off against rent then due; enabling arrears of rent existing at the time of the passing of the Act to be recovered by distress up to the 1st of January, 1885; and to clause 41, which provides that after the commencement of the Act "it shall not be lawful for any landlord entitled to the rent of any holding to which this Act applies to distrain for rent which became due in respect of such holding more than one year before the making of such distress," the following proviso was added:—

"Provided that, where it appears that according to the ordinary course of dealing between the landlord and tenant of a holding, the payment of the rent of such holding has been allowed to be deferred until the expiration of a quarter of a year or half a year after the date at which such rent legally became due, then for the purpose of this section the rent of such holding shall be deemed to have become due at the expiration of such quarter or half year as aforesaid, as the case may be, and not at the date at which it legally became due."

This remedies the hardship to which we drew attention in our remarks upon the distress clauses of the Bill, as likely to result in the case of the numerous existing leases in which rent is reserved payable in advance. The landlord will not now be compelled to distrain for the first half-year's rent during the first year of the tenancy.

On Monday, the Lord Chancellor announced that he had received a letter from the secretary to the Ecclesiastical Courts Commission, saying that the report would be ready for presentation in the course of the present week.

THE NEW RULES OF COURT.

IV.

In the part of the rules which relates to business at chambers, there are perhaps more marks of haste, confusion, and carelessness than elsewhere. The omnibus summons may indeed charge its sickliness upon its ill-omened parent, the Report of 1881; it was a difficult child to rear, and will hardly find its legs healthily, though it has an entire order for its go-cart. But the matter to which orders LIV. and LV. relate has less novelty in it, and might have been more thoroughly handled. In saying this, indeed, we ought not to lose sight of the fact that an attempt has been here made for the first time to reduce all chamber practice within the limits of a single code. Such a task was one of no small difficulty, yet there is an unevenness about the work which might, with more care, have been avoided.

Every application at chambers not made *ex parte*, *and* every *ex parte* application for payment or transfer out of court, and any other *ex parte* application where the judge or proper officer thinks fit so to require, is to be made by summons. Who is the "proper officer"; and at what time is he or the judge to require the application to be made by summons? And on what grounds is it to be so required? If applications of particular classes are to be so made, why should not the classes be enumerated? If it is to be separately determined as to each particular application whether it is to be by summons, it must first be partly heard and then adjourned in order that a summons may be taken out to complete the hearing. Would it not be much simpler to require a summons in every case? As the matter stands, it seems likely that the law will vary with each little kingdom, and with each successive reign, at an inconvenience, and, therefore, a cost, to suitors, far exceeding the trifling addition of the cost of a summons to the cost of an application.

Summonses are not to be altered after being sealed without leave. Naturally; but why need this be said in the case of summonses, when it is unnecessary in the case of writs. But *all* summonses are to be served; an originating summons seven, *every* other summons two, days before the return thereof, unless in any case it is otherwise ordered. Ordered how? with respect to classes, or with respect to individual summonses? and by whom? by the clerk issuing the summons? And does this rule apply to summonses on which *ex parte* applications are to be founded? This would make a strange "*ex parte* application"; or are these, perhaps, to be excluded *if so "ordered"?* If *no ex parte* applications were to be made by summons, the matter would be reasonably intelligible. If *all* were to be by summons, probably such summonses would have been expressly excluded from the rule as to service. In the haze of an uncertain practice, an absurdity naturally hides itself.

The provisions as to hearing applications in the absence of a party who makes default in appearing, and as to adjourning the hearing, where the matter is not fully disposed of, seem superfluously large, because, though large, they are not exact; providing for the existence of powers which are inherent in every tribunal, but not regulating their exercise, which was alone really needed. It is of more importance to observe that an applicant is to be at liberty to include in one summons or application all matters in the cause on which he desires to obtain an order. This rule frees the suitor from the narrow pedantry of clerks at chambers, which, as has been already pointed out, has been so mischievous, and really gives all the relief which was needed by those for whose assistance the omnibus summons was invented.

Here, however, there creeps in an expression which afterwards becomes frequent, and which is of doubtful significance. The rule provides that the applicant may include all matters on which he desires the order or direction of "the court or judge"; that, on the hearing of the application, the "court or judge" may make any order, and give any direction, relative to, or consequential on, the matter; and that the application may, if "the judge" think fit, be adjourned "from chambers into court, or from court into chambers." Now, the whole subject-matter here treated of is business *at chambers*; in the conduct of such business the judge who administers it is, both in the old rules and in the new, habitually spoken of as the *judge*; "court" is used to signify either the judge in court or the Divisional Court, as the case may be; the judge in court who hears a matter from chambers, only hears a

matter in one place and manner, instead of in another place and manner; but the Divisional Court, hearing a matter from chambers, ordinarily hears it by way of appeal from the decision of a judge. It has, however, been neither an unusual nor an inconvenient practice for judges at chambers occasionally to refer a matter to the Divisional Court; in other words, to adjourn it into court. The practice has prevailed, although the jurisdiction has sometimes been questioned, even in the case of consent. The question arises, Does the present rule sanction this practice, or forbid it? Strangely, the rule speaks of the "court" as exercising jurisdiction before saying anything to show how the matter gets there. Looking to the end of the rule, however, we find it gets there by the judge adjourning it thither. But the judge who adjourns it into court can also adjourn it back again. Can anyone but a "judge" do so? Yet if, by "court," the rule means all the while only "judge sitting in court," why have we the ambiguous expression, "court or judge," since, after all, it will be only a judge who makes the order, whether he sits in chambers or sits in court? One thing, however, is clear in the rule—whether judges of the Queen's Bench Division have or have not hitherto had the power of adjourning business into court before themselves, they have been shy of exercising it. There can, at least, be no doubt for the future of their power to do so, and we may expect that, in suitable cases, it will be made use of.

After adding to the provisions noticed above the rule, that any summons other than an originating summons shall be in Form No. 1, App. K., the "general" part of order LIV. comes to an abrupt end, and this order, which, by its heading, refers to "Applications and Proceedings at Chambers" at large, shrinks from its generality into the specific limitation of "II.—Queen's Bench and Probate, Divorce, and Admiralty Divisions," leaving the other specific branch of "Chambers in the Chancery Division" to be the subject of a separate order (LV.). This is an odd arrangement; it would seem that, after all, the masons and the bricklayers have worked on independent lines, and have only united their constructions by a false joint. To some extent it will be, perhaps, worth while to pursue these diverging ways, keeping them, as far as may be, in sight together, but the matter is too detailed to admit of more than a cursory treatment.

It will be observed that, while the form of every summons *other than* an originating summons is provided for by the last rule of Part I. of order LIV., the form of the originating summons is only given under ord. LV., r. 20, which rule also provides for the mode and place of preparing, sealing, issuing, filing, and stamping it. Now these provisions are the same with those laid down for all summonses issued in the Queen's Bench and Probate and Admiralty Divisions in ord. LIV., r. 11; but this latter rule, being put under that special head, has, of course, no reference to summonses issued in the Chancery Division. On the other hand, order LV., which relates to chambers in the Chancery Division, may be searched in vain for instructions as to the mode of issuing any summons other than an originating summons. The result, therefore, of this division of matter is, that not only are rules omitted from the general part which ought to appear there, but part of the matter which, if they so appeared, would be covered by them, actually escapes legislation altogether. It is singular that, when the framers of the rules had the courage to specify the originating summons in the *general* part, and even to provide for its service, they could not get so far in generalization as to include in the general part the form of the originating summons, as well as the form of other summonses, or to make provision at once for the issue of all summonses. It is the more singular, as they have placed the summonses in the Probate and Admiralty Division under one rule with those in the Queen's Bench Division, from which they differ in a point in which the latter agree with those in the Chancery Division—namely, the place of issue.

This omission is an instance illustrating the want of method which is characteristic of order LV., and which, before going further, it will be convenient to point out. The order is divided into fifteen groups of rules, within each of which a certain amount of unity appears, but which succeed one another on no intelligible principle. It commences, like order LIV., with a group of rules headed "General" (the general part of the particular branch), which commences with the now useless and idle declaration that the business in chambers of the judges in the Chancery Division shall be carried on in conjunction with their court business. It then proceeds in rule 2 to enumerate the matters which are to be disposed of at chambers; but, by a saving clause, adds "matters which by *any other rule*, or by statute, may be disposed of in chambers." Lord Coke found ample materials for comment under Littleton's "*et cetera*"; but this "*et cetera*" kind of generalization is not high art in codification. In fact the "*et cetera*" is not wanting in contents, for, the "General" group here abruptly ending, *the other rule* immediately makes its appearance, or, rather, another group of rules, headed "Administrations and Trusts," in which the originating summons is described, and its functions and course in part marked out; in part, but not fully, for, after an interval of two more groups, group 5 occurs, which is exclusively devoted to the further development of this topic. But we have not yet done justice to the draftsman's breadth of view, for with surprise we read as the 18th head under rule 2, that, in addition to the matters enumerated in the seventeen foregoing heads, and in addition to whatever is to be transacted in chambers by virtue of statute or "any other rule," there are to be disposed of there "such other matters as the judge may think fit to dispose of at chambers." Are these words to be read in their natural sense? If so, the judges of the Chancery Division would possess the extraordinary power of hearing in chambers any cause whatever at any stage of it, a power which clearly does not belong to the judges of the other divisions. This alarming rule would, however, be limited in construction by the consideration that all chamber business must be commenced by a summons, which is not a writ; that what can be commenced by writ cannot (except in the case of originating summonses) be commenced by summons; and that although business commenced in chambers may be adjourned into court, business commenced by writ cannot be adjourned into chambers, except after judgment. If, however, the rule is so limited, what remains subject to its application? It is hard to say; and hard also to say why a power should be conferred in such vague and loose terms.

Pursuing the comparison of the two systems, it is to be regretted that some greater uniformity has not been established in the allotment of the business which is to be conducted by the officers of the court who exercise judicial power at chambers. In the new as in the old rules, the matters with which masters in the Queen's Bench Division, and the registrar in the Probate and Admiralty Division, may deal are defined by the exclusion of certain enumerated matters. In the Chancery Division the judges are to order what matters shall be heard and investigated by their chief clerks, with the single limitation that no order for general administration is to be made by a chief clerk. But what reason can be assigned why, for instance, a master should not, and a chief clerk should, be competent to grant leave for service of a writ out of the jurisdiction? Again, if each judge insists on making his own distribution, what good end is answered by such a want of uniformity? or if, by a common understanding, the same limitation is adopted by all the judges, why should it not be expressed in a rule? Such a rule need not interfere with the power of a judge in any particular instance to direct that certain matters should come before himself personally.

As to the order and method of taking business, these remarks do not apply, except to a very limited extent. The character of the business conducted in the two sets of chambers is materially different, though less unlike than a common superstition supposes; and there is no sufficient reason for insisting on reducing to a common standard, merely for the sake of uniformity, practices which have been found convenient, and which do not touch any point of principle. But if, in all chambers in the Chancery Division, a uniform practice can be conveniently laid down in this matter, as is in fact done, why cannot a uniform distribution of business, to the extent above suggested, be laid down with equal convenience?

It may be observed that, with regard to matters proceeding in district registries, the powers of the district registrar are, in the new as in the old rules, defined by reference to the limitations placed on the powers of masters. Their powers, therefore, will be the same, whether the action is one proceeding in the Chancery or the Queen's Bench Division.

This topic suggests a doubt which we have been unable to solve, and which, though not quite in place, we may follow the example of order LV. in noticing here. By order V. every cause in chancery is to be marked with the name of a judge; but the name with which it is to be marked is to be ascertained in the manne

now used in the distribution of business among the conveyancing counsel of the court. The new rules, following this existing method, intrust the *rota* to the clerks to the registrars (ord. LI., rr. 9, 10). The difficulty suggested is, how this method is to be applied to writs issued in a district registry.

Passing from a comparison of the two systems of chamber practice (on which, however, more might be said), it will not be necessary to dwell on the special rules governing the practice of chambers in the Queen's Bench Division. The method of assigning causes to masters has been already noticed; in other respects, the practice is substantially unchanged, but the method of taking and disposing of business which has for some time past prevailed in fact is now embodied in rules.

Some further notice must be given to order LV. It has been mentioned that rule 2, forming the substantial contents of the "General" part of order LV., enumerates, in a heterogeneous manner, under seventeen heads (curiously putting in the last head the important branch of "all applications relating to the conduct of any cause or matter"), a variety of matters of business which may be disposed of at chambers, and concludes by the "*et cetera*" clause already commented on.

It has also been mentioned that Part II. deals with "Administrations and Trusts," and it is here that a great alteration is made—not so much in the conduct of business in chambers as in the jurisdiction itself. The effect of the administration summons introduced by 15 & 15 Vict. c. 86 has been mixed; good, as diminishing the cost and delay of such litigation (for litigation it really is); bad, as multiplying (by facilitating) the resort to the court, where such resort was not really necessary. This is no more than might reasonably be expected; but there was also a defect in requiring an administration of the whole estate to be asked for, when, perhaps, only a single question of difficulty arose. That defect is here remedied, and rule 3 enumerates a series of special matters which, arising in the administration of an estate *or trust*, may be separately dealt with under a summons issued at chambers, without any order for general administration; while rule 4 retains the right to obtain in this way an order for general administration, extending the power, both to the administration of the real estate of a deceased person, and to trusts in general; and rules 8 and 10 give power (it would seem) to the judge to refuse an order for general administration, though asked for by the summons, if the questions which have arisen can be determined without it.

The persons in whose favour the right to issue such a summons is given are (enlarging the old list) executors and administrators, trustees under any instrument, creditors, devisees, legatees, next of kin, heirs-at-law or customary heirs, and *cestuis que trustent* and their respective assignees; and the special matters to which the summons (or the order) may be confined are questions affecting the rights or interests of the creditors, &c., and the ascertainment of any class of creditors, &c.; the furnishing and vouching of any particular accounts by executors, administrators, or trustees; the payment into court of money in their hands, and the directing them to do, or abstain from, any particular act; the approval of any sale, purchase, compromise, or other transaction; and, finally, "any question arising in the administration of the estate or trust." Further rules under this head determine who are the parties to be served with the summons; but, strangely, as already pointed out, the suitor must go to Part V. to discover how and in what form an "originating summons" is to be issued, appeared to, and attended.

How far this legislation is within the competence of the authors of the rules we need not now inquire; the point has, no doubt, been duly considered; but the great extension given to the branch of litigation thus commenced without writ merits attention. The term "originating summons," the origin and true signification of which are alike dubious, is, whatever its proper meaning, used to describe a summons which founds the jurisdiction of the court, and which founds it in chambers. It is in the nature of a writ; it states the relief asked for; it states a cause between plaintiff and defendant; it requires the defendant to enter appearance; but having done this it leaves the whole subsequent proceedings to be carried on in chambers, without further formality than such as is implied in the attendances before the chief clerk or judge, and the production of the necessary evidence. Further, the matters to which this procedure applies, though they may be called administrative, are in almost every instance matters of litigation—that is, matters of contested right; and where not of actually contested right, of acts which may hereafter be contested by those who are to be bound by the proceedings. But the characteristic circumstance is that the claims, though open to contest, are in fact so little seriously contested, that the exercise of the jurisdiction presents the appearance rather of the mere administration of business, than of the exercise of compulsory powers. The very extension now given to it is evidence of the great advantage that has been found to attend the jurisdiction; but the more the business is limited to contested points, the less does this special jurisdiction seem either suitable or needed; and it will want considerable experience of the working of this newly remodelled machinery before its effect for good or bad can be well appreciated. It may, perhaps, hereafter become a question whether the matter now appropriated to an "originating summons" may not be more conveniently restored to the writ.

This group is followed by III., on the "Powers and Duties of Chief Clerks," which, in four rules, by failing to say what is wanted, says a good deal that would be otherwise unnecessary. After this the arrangement becomes more and more difficult to follow. Group IV. provides, in a single rule, for the assistance of experts. Group V. is headed "Summonses in Chambers," which, as all business in chambers (except some *ex parte* business) is to be by summons, would seem to be of quite general application; but its contents are limited to originating summonses in every rule, except the last, which (rule 24) gives the form of a quite different kind of summons—namely, the summons by the chief clerk requiring the attendance of parties, witnesses, or others; a form one would rather have expected to find in rule 16 of Group III. Group IX., however, does, both by its heading, "Summons Book," and by its provisions, appear to refer to all summonses issued by parties, and regulates the entry of summonses and the daily list. It is, therefore, the more surprising to find it where it is, in the middle of several groups of rules relating to summonses to proceed. It is unnecessary to examine these or the other rules of order LV. in detail. In general, the order may be said to reproduce the existing practice (with the extension already noticed), bringing it certainly within a narrower compass, and into a more convenient shape, than the statutory and other regulations it is intended to supersede, but being very much wanting in the method and symmetry which might have been given to the statement.

MR. DANIEL ON THE BANKRUPTCY BILL.

Mr. Daniel, Q.C., the county court judge, has published, in the form of a letter addressed to the Lord Chancellor, some critical remarks upon certain of the provisions of the Bankruptcy Bill as amended by the Grand Committee of the House of Commons. Mr. Daniel's experience, as the judge of some of the most important county courts exercising bankruptcy jurisdiction, entitles any suggestions which he may make upon the subject of bankruptcy law amendment to the fullest consideration. Upon clause 4, sub-clause (*d.*), which makes an execution for any amount levied by seizure and sale an act of bankruptcy, he suggests that a minimum limit of £20 should be inserted. An amendment to this effect was moved by Mr. Dixon-Hartland in Committee, but was lost by an overwhelming majority. Notwithstanding this, however, we approve of Mr. Daniel's suggestion, though we do not think the point of much practical importance. The abolition of the provisions relating to debtor's summons, and the substitution therefor of a bankruptcy notice after judgment as an act of bankruptcy, are strongly condemned by Mr. Daniel, more especially with regard to the proposed repeal of "The Absconding Debtors Act, 1870." There appears to us to be much force in what he urges upon the latter point, and the suggestion he makes, that "the power of arresting an absconding debtor should be extended to the service of the writ," is, we think, one which it would be well to adopt.

We should like to know what authority Mr. Daniel has for the following statement: "The Bankruptcy Act, 1869, for the first time in the law of bankruptcy, gave a debtor the power by his own act of placing his estate under administration in bankruptcy, thus enabling him, if he desired it, to resist the pressure of any creditor and avoid any act of preference, and thus secure an

equal distribution of all his unpledged assets among his unsecured creditors rateably and *pari passu*." And, again, in discussing the provisions of clauses 48 and 49, relating to fraudulent preferences and protected transactions, he says: "It seems to have been entirely overlooked that the Bankruptcy Act, 1869, for the first time in the history of the law of bankruptcy, enabled a debtor, if he were honest, to render abortive any proceedings of a creditor to obtain a preference by simply filing a declaration of insolvency, or filing a petition for liquidation." As a matter of history these statements appear to be erroneous. Not to go further back than the Act of 1849, section 70 of that Act contained provisions for a trader to commit an act of bankruptcy by filing a declaration of his inability to meet his engagements in the office of the Lord Chancellor's Secretary of Bankrupts, which would be available for adjudication provided a petition should be filed by or against such trader within two months from the filing of the declaration. By the Act of 1861 this section was repealed, and section 72 of that Act provided for the filing of a similar declaration by any debtor, whether a trader or not, "in the office of the chief registrar, or with the registrar of a district court of bankruptcy, or of a county court having jurisdiction in bankruptcy," to constitute an act of bankruptcy available for adjudication for the like period; and this latter section was in force up to the coming into operation of the Act of 1869. Again, with regard to petitioning the court, section 89 of the Act of 1849 contained provisions which enabled any trader to petition against himself, provided his assets were of a certain value; and section 86 of the Act of 1861 (which also was in operation until the coming into force of the present Act) extended this power to any debtor, and constituted the filing of such a petition an act of bankruptcy without any previous declaration of insolvency by such debtor. This being so, we are puzzled to know what Mr. Daniel means by the statements we have quoted.

The provision of clause 6, sub-clause 1 (*b.*), that a petitioning creditor's debt shall be "a liquidated sum, payable either immediately or at some certain future time," instead of "a liquidated sum due at law or in equity," as at present, is also objected to by Mr. Daniel, who suggests that the present law should be retained. We admit the force of many of Mr. Daniel's arguments on this point, so far as theory is concerned, but we venture to think that if he had had the experience of a practising solicitor on the point, instead of that of a judge, he would have seen the advisability of restoring the law as it stood prior to the Act of 1869, which the provision in the Bill objected to by him will have the effect of doing. Mr. Daniel says that "to make alterations in the law which are fanciful or theoretical, or not called for by experience, would not be desirable." Now, that is just the mistake which was made by the Act of 1869 upon this point, and, for our part, we are glad that that mistake has been recognized by the proposal to revert to the old law.

Upon clauses 48 and 49 Mr. Daniel has much to say, and discusses at length the probable effect of the omission of the saving clause at the end of section 92 of the present Act, upon which the decision in the leading case of *Butcher* v. *Stead* was founded, in conjunction with the introduction into the list of protected transactions of the words, "any payment by the bankrupt to any of his creditors." According to Mr. Daniel's view, the combined action of the two clauses will "give rise to difficulties of construction and application which it would be neither wise nor expedient to leave to be solved by judicial decision." We quite agree with this statement, and the suggestions which Mr. Daniel makes for the purpose of defining the law with greater clearness are, we think, well conceived. His suggestions are, that clause 48 "should not apply to any creditor who, in ignorance of the insolvency, and of any fraudulent motive on the part of the debtor, receives payment of a debt justly due and payable in the ordinary course of business, or in performance of a specific contract to pay at the time payment is made; and that any payment voluntarily made to an innocent creditor of any debt which the creditor had not applied for, and did not expect to receive at the time, should be liable to be reclaimed if a receiving order be made against the debtor within fourteen days from the day when payment was made (by analogy to clause 46, sub-clause 2), and that every payment made to a creditor who has notice, or is aware of the insolvency of the debtor, whether obtained by pressure or not, should be bad within clause 48."

Clause 55, relating to the disclaimer of onerous property, is also commented upon by Mr. Daniel at considerable length, particularly with reference to the effect of the provisions of the present law as to the relation back of the disclaimer to the date of the order of adjudication (or in liquidation to its equivalent—viz., the appointment of trustee) upon fixtures in the case of the disclaimer of a lease. To Mr. Daniel is to be attributed the ingenious method of evading the effect of this provision in cases of liquidation by disannexing ordinary tenants' fixtures before the appointment of a trustee, and he refers to this in his remarks. As he points out, the principle of relation back is proposed to be retained, but a provision has been inserted in the Bill enabling the court to "make such orders with respect to fixtures, tenants' improvements, and other matters arising out of the tenancy as the court thinks just." Mr. Daniel's suggestion, which seems to us to be a common-sense and practical one, is, "Let the disclaimer, like any other duly authorized legal act, operate and take effect *from its date*, and give the court authority, having summoned all parties interested before it, in their presence, or (upon proper proof of having been properly served with notice) in their absence, once for all to determine the terms upon which the disclaimer shall have effect as between the trustee and the several persons whose interests will be prejudicially affected by the disclaimer, including costs."

The provisions of clause 102 (which is, in effect, the same as section 72 of the present Act), giving the court jurisdiction to decide all questions arising in any case of bankruptcy, are also discussed at some length, and the suggestion is made either to give unlimited jurisdiction, as laid down by Giffard, L.J., in *Ex parte Anderson*, "not exclusive but concurrent; or limit the jurisdiction to the distribution of funds in hand or recovered in due course of law, according to the functions pointed at . . . in *Ellis* v. *Silber*." And Mr. Daniel concludes his criticism on this point by the following remarks, which will find a ready response from every practitioner who has had any experience of the difficulties pointed at by him:—"Any intermediate course appears from experience to be beset with the evils of constantly recurring litigation arising out of uncertain limits of jurisdiction, the extent of which, in each particular case, may depend for definition upon the flickering elements which influence judicial discretion, acting differently in different judges, sitting in different courts, all vainly endeavouring to act in furtherance of justice."

The last clause upon which Mr. Daniel comments is clause 146, which provides that writs of *elegit* shall not extend to goods, and abolishes writs of *levari facias* in any civil proceeding. Upon this clause Mr. Daniel suggests, what has been already suggested in these columns both in relation to this clause and the one immediately preceding it, requiring sales under executions for a certain amount to be by public auction—viz., that these provisions should come into operation immediately upon the passing of the Act, instead of at the beginning of next year. Notices of amendments having this object in view were given in Committee by Mr. Dixon-Hartland, but they seem not to have been adopted; and the effect will be to delay for a few months longer the operation of a very necessary amendment of the present law, thus granting a short extension of the time during which debtors may collude with certain creditors to defeat the spirit of the bankruptcy laws with regard to the equal distribution of their assets in bankruptcy.

CORRESPONDENCE.

THE ROYAL COURTS OF JUSTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have this afternoon accidentally learnt, on inquiring at the superintendent's room for a mislaid umbrella, that there is at present no Lost Property Office in the Royal Courts of Justice, and no systematic provision whatever for the collection and custody of articles which the attendants find in and about the buildings. Surely this is a defect which ought to be remedied. W. D. R.

Lincoln's-inn, August 1.

It is stated that the memorial of the late Sir George Jessel, in course of subscription among the members of the London University, is likely to take the form of the presentation of a replica of a portrait of the late Master of the Rolls, painted by Mr. Collier. Any further surplus will probably be devoted to the establishment of a Jessel prize in the University.

REVIEWS.

PERPETUITIES AND ACCUMULATIONS.

THE RULE AGAINST PERPETUITIES: A TREATISE ON REMOTENESS IN LIMITATIONS, WITH A CHAPTER ON ACCUMULATION AND THE THELLUSSON ACT. By REGINALD G. MARSDEN, Barrister-at-Law. Stevens & Sons.

Lewis on Perpetuities was published forty years ago, and Mr. Marsden rightly feels justified in offering a new work on the subject. The ground has been gone over carefully by him, and he has added the recent cases, and re-stated the propositions contained in Lewis with such new light as has been thrown upon them since 1843. In the arrangement of his work, Mr. Marsden has, in the main, been guided by his predecessor, though he has omitted most of the history of the rule against perpetuities, and has not followed the same order as Lewis. It must be said that Lewis's arrangement has the advantage, at all events, in the appearance of system. Lewis boasted that the law as to perpetuities was an illustration of the virtue which Lord Mansfield claimed for the common law—that it was a science of principles. Notions of what is scientific have changed since Lord Mansfield's time, and Mr. Marsden has perhaps thought that that arrangement was best which was most convenient to the practising barristers. He has not attempted to do much more than state the effect of all the important decisions. As is usual with the compilers of law-books, his style is that of conveyancing rather than of literature. The subject does not in truth admit of very lively or scientific treatment. There is a set of rules more or less well established, and it is hardly worth while, even if it were possible, to show *ex post facto* that they depended upon principles. For instance, a limitation to a class is void as to all the members of it if by possibility it may be too remote as to any one of them. But a gift by will to the children of A. who shall attain twenty-five is valid, if A. has a child aged twenty-five at the testator's death, as to such children of A. living at the testator's death as attain twenty-five (*Picken* v. *Matthews*, L. R. 10 Ch. D. 264). Of course it is possible to explain such apparent contradictions, but by the time they are explained the number of rules and principles laid down is so great, and the ultimate principle which includes both cases is so small, that it is perhaps almost as well to do without any of them. The doctrine of *cy-près* applied to perpetuities is an anomaly which can only be explained by saying that it has probably been beneficially applied. Mr. Marsden's book which exhibits the cases and at all events brings them in a convenient compass to the lawyer's notice, will undoubtedly be useful.

SALES OF PERSONAL PROPERTY.

BENJAMIN'S TREATISE ON THE LAW OF SALES OF PERSONAL PROPERTY, WITH REFERENCES TO AMERICAN DECISIONS AND TO THE FRENCH CODE AND CIVIL LAW. THIRD EDITION. By A. B. PEARSON and H. F. BOYD, Barristers-at-Law. H. Sweet.

Ten years have elapsed since the publication of the last edition of this work; and the new edition appears almost coincidently with the retirement of its author from practice. We learn from the preface that it was Mr. Benjamin's intention to have revised the work throughout as it passed through the press, and that he had accordingly revised and approved the editor's labours up to the end of the chapter on Delivery—about three-fourths of the book—when his health gave way and he was interdicted from further work.

In the present edition there is no change in the general arrangement of the work, and even the text of the last edition has been retained, the fresh matter being inserted in brackets. This is stated to have been done by desire of the author, but we think that it will be generally regarded as a mistake. The result is to retain a good deal of matter which is either useless or misleading. For instance, on page 51, we have reproduced from the last edition the passage stating that the point whether "an offer sent by mail and retracted by posting a second letter before the first reached its destination" has not yet been presented directly for decision by our courts; and at page 71 we have a discussion of the American authorities on the subject and an elaborate refutation of Pothier's views; while the case of *Byrne* v. *Van Tienhoven* (L. R. 5 C. P. D. 344) is now properly cited by the editors, between brackets, as having settled the English law in accordance with the *dicta* in *Adams* v. *Lindsell* (1 B. & Ald. 681). This mode of preserving the author's text has necessarily been departed from in the section of chapter 2 of book 3 relating to bills of sale, and, in place of the former contents, an elaborate discussion of the provisions of the Act of 1878 is introduced, which would have been more satisfactory if it had been combined with a fuller consideration of the provisions of the Act of 1882.

Of the additions made by the editors in other parts of the book we may say generally that they are careful and judicious. They seem, upon the points on which we have tested the book, to have collected all the important recent authorities, including many Irish decisions, and in stating them they have adopted a style closely resembling that of the author; but they are usually (and, as we think, happily) less liberal in their quotations from judgments. We do not think that the reputation of the book will suffer in their hands, but we hope that when the next edition comes to be edited the opportunity for improvements in the way of re-casting many parts of the book and condensing the whole of it will not be lost.

CASES OF THE WEEK.

ACT OF BANKRUPTCY—FRAUDULENT TRANSFER OF PROPERTY—PAYMENT BY AGENT—LIABILITY OF AGENT TO TRUSTEE IN BANKRUPTCY OF PRINCIPAL—BANKRUPTCY ACT, 1869, s. 6, SUB-SECTION 2.—In a case of *Ex parte Helder*, before the Court of Appeal on the 26th ult., a question arose as to the liability of an agent to the trustee in the bankruptcy of his principal, in respect of money of the principal paid by him, by the direction of the principal, under such circumstances that the payment constituted an act of bankruptcy on the part of the principal. A solicitor was employed by a trader to carry out a sale of his stock-in-trade and the lease of his shop, and the solicitor was directed by his principal to employ the purchase-money, when he received it, in paying certain specified creditors of the principal. The property thus sold was, in fact, the whole of the vendor's property, and he was in insolvent circumstances at the time of the sale, so that the payment of the money away constituted an act of bankruptcy on the part of the vendor. He was soon afterwards adjudicated a bankrupt. On the evidence, the court came to the conclusion that, at the time when the directions as to the payment of the money were given to the solicitor by his principal, he did not know that the payment would be an act of bankruptcy by the principal, but that he did know this before he actually made the payments. The question was whether, under these circumstances, the solicitor was personally liable to pay the money which had thus passed through his hands to the trustee in his principal's bankruptcy, and the court (BRETT, M.R., and COTTON and BOWEN, L.JJ.) held that he was not. BRETT, M.R., said that the payment of the money would not be an act of bankruptcy until it was completed. It was the duty of the agent to obey his principal, and he found that if he did obey him, the performance of the act which he had been told to do would be an act of bankruptcy by the principal. Did that authorize him to break his contract as agent, or make him liable to the trustee, if he did not? The trustee's claim must be founded on the agent having dealt with his money. But the agent's answer would be, It never became your money until my functions as agent had ceased; it did not become your money until I had paid it away. COTTON, L.J., said that the solicitor held the money as agent for the bankrupt, and he acted on the bankrupt's orders as to the disposal of it, while it was the bankrupt's money. It would be wrong to hold the agent liable to the trustee for doing that which he knew would be an act of bankruptcy by his principal when it was completed. BOWEN, L.J., said the test was this, Was the money the trustee's money when it was paid away? How could the trustee recover it? By what was equivalent to an action for money had and received to his use. But if the agent's act was the completion of the act of bankruptcy, it never became the money of the trustee until the agent had parted with it. How, then, could the trustee sue the agent for it?—SOLICITORS, *G. J. & P. Vanderpump; J. N. Mason.*

SALE OF GOODWILL OF BUSINESS—BENEFIT OF THIRD PARTY'S COVENANT IN RESTRAINT OF TRADE.—In a case of *Jacoby* v. *Whitmore*, before the Court of Appeal on the 31st ult., the question arose whether on a sale of the goodwill of a business, the purchaser was entitled to the benefit of a covenant in restraint of trade which had been previously entered into with the vendor by a third party. In October, 1878, the defendant, Whitmore, entered into the employment of one Cheek, an oil, colour, and Italian warehouseman. A written agreement was signed by the parties, by which Whitmore was to have a salary of 28s. per week, and was not, while in Cheek's employment, or at any time thereafter, to undertake or be engaged in a similar business within a mile of Cheek's shop. In April, 1883, Cheek sold to the plaintiff the beneficial interest in and the goodwill of his business. The defendant had gone to reside in a house within the prohibited limits, and had set up there the business of an oil, colour, and Italian warehouseman. The plaintiff, claiming the benefit of the agreement between Whitmore and Cheek, applied for an injunction against Whitmore to restrain Whitmore from committing a breach of his agreement. Bacon, V.C., refused the injunction, on the ground that the agreement was a personal one with Cheek, and that the plaintiff was not entitled to the benefit of it. The Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) reversed this decision. BRETT, M.R., said that although the Statute of Frauds did not require the agreement between Cheek and Whitmore to be in writing, it was, in fact, in writing, and, except under peculiar circumstances, no evidence as to the intention of the parties could be admitted. The question was, therefore, what was the construction of the agreement? A similar agreement came before the Court of Exchequer Chamber in *Hitchcock* v. *Coker* (6 A. & E. 438), and it was argued that the agreement was void as being in restraint of trade. It was said that the stipulation that the covenantor would not at any time carry on a business similar to that of his employer meant not while the employer carried on his business at the same place, and did not apply when the employer sold the business and went elsewhere. But it was held that the words meant

"for ever," subject only to the duration of life. That must be the construction here. It was the decision of a court of error on an exactly similar agreement. Next it was contended that such a covenant was reasonable only so long as the employer carried on the business. The answer of the Exchequer Chamber was that it was not unreasonable, because it affected the goodwill and added value to it. The fact that the business might be sold did not therefore make the agreement void. In *Elves* v. *Croft* (10 C. B. 241) a new objection was made that such a stipulation was void as in restraint of trade, because it was to remain in force if the employer gave up his business without selling it and nobody continued the business. But the agreement could not be construed by what happened afterwards. The stipulation was not unreasonable when it was made. Moreover, the employer might resume the business. Though, in the present case, Check had moved his business after the agreement, it was still the same business when he sold it—in the same locality and among the same customers. Both under the term "goodwill" in the assignment to Jacoby, and also under the words "beneficial interest in the business," the benefit of Whitmore's contract passed. It was said that the agreement with Whitmore did not add to the value of the goodwill, because it could not bring customers to the shop; but it would prevent them from being taken away. In justice to the Vice-Chancellor it should be said that he decided the case without having the cases cited to him which had been cited to the Court of Appeal. COTTON and BOWEN, L.JJ., concurred.—SOLICITORS, *Alsop & Co.*

NEGLIGENCE—DAMAGES—MASTER AND SERVANT—INJURY TO SERVANT—REMEDY OF SERVANT AGAINST THIRD PARTY.—In a case of *Heaven* v. *Pender*, before the Court of Appeal on the 30th ult., an important question arose as to the right to recover damages for an injury caused by negligence. The plaintiff, a working painter, was employed by Gray, a master painter, to paint a ship in a dock belonging to the defendant. The defendant supplied a stage to carry the plaintiff, and during the work a rope gave way and the plaintiff fell and received injuries for which he sought to make the dock owner liable. The Divisional Court (Field and Cave, JJ.) held that the action was not maintainable. The Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) held that it was. BRETT, M.R., said that Gray entered into a contract with a shipowner whose ship was in the defendant's dock to paint the outside of his ship. The defendant, the dock owner, supplied, under a contract with the shipowner, an ordinary stage to be slung in the ordinary way outside the ship for the purpose of painting her. It must have been known to the defendant's servants, if they had considered the matter at all, that the stage would be put to immediate use; that it would not be used by the shipowner, but that it would be used by such a person as the plaintiff, a working ship painter. The ropes by which the stage was slung, and which were supplied as a part of the instrument by the defendant, had been scorched and were unfit for use, and were supplied without a reasonably careful attention to their condition. When the plaintiff began to use the stage the ropes broke, the stage fell, and the plaintiff was injured. The action was, in form and substance, an action for negligence. That the stage was, through want of attention of the defendant's servants, supplied in a state unsafe for use was not denied. But want of attention amounting to a want of ordinary care was not a good cause of action, although injury ensued from such want, unless the person charged with such want of ordinary care had a duty to the person complaining to use ordinary care in respect of the matter in question. Actionable negligence consisted in the neglect of the use of ordinary care or skill towards a person to whom the defendant owed the duty of observing ordinary care and skill by which neglect the plaintiff, without contributory negligence on his part, had suffered injury to his person or property. The question was whether the defendant owed such a duty to the plaintiff. If a person contracted with another to use ordinary care or skill towards him or his property, the obligation need not be considered in the light of a duty; it was an obligation of contract. It was undoubted, however, that there might be the obligation of such a duty from one person to another although there was no contract between them with regard to such duty. Two drivers meeting had no contract with each other, but, under certain circumstances, they had reciprocal duties towards each other. So two ships navigating the sea. So a railway company which had contracted with one person to carry another had no contract with the person carried, but had a duty towards that person. So the owner or occupier of a house or land who permitted a person or persons to come to his house or land had no contract with such person or persons, but had a duty towards him or them. The existence of a contract between two persons did not prevent the existence of the suggested duty between them also being raised by law independently of the contract, by the facts with regard to which the contract was made and to which it applied—an exactly similar but a contract duty. The court had not in the present case to consider the circumstances in which an implied contract might arise to use ordinary care and skill to avoid danger to the safety of person or property, nor the question of a fraudulent misrepresentation express or implied. The questions to be solved were—what was the proper definition of the relation between two persons other than the relation established by contract, or fraud, which imposed on the one of them a duty towards the other to observe, with regard to the person or property of such other, such ordinary care or skill as might be necessary to prevent injury to his person or property; and whether the present case fell within such definition. When two drivers or two navigators were approaching each other, such a relation arose between them when they were approaching each other in such a manner that, unless they used ordinary care and skill to avoid it, there would be danger of an injurious collision. This relation was established in such circumstances between them, not only if it was proved that they actually knew and thought of this danger, but whether such proof was made or not. It was established, as it seemed to his lordship, because any one of ordinary sense who did think would at once recognize that, if he did not use ordinary care and skill under such circumstances, there would be such danger. And everyone ought, by the universally recognized rule of right and wrong, to think so much with regard to the safety of others who might be jeopardized by his conduct; and if, being in such circumstances, he did not think, and in consequence neglected to use ordinary care and skill, and injury ensued, the law, which took cognizance of and enforced the rules of right and wrong, would force him to give an indemnity for the injury. In the case of a railway company carrying a passenger with whom it had not entered into the contract of carriage the law implied the duty, because it must be obvious that, unless ordinary care and skill be used, the personal safety of the passenger must be endangered. With regard to the condition in which an owner or occupier left his house or property other phraseology had been used, which it was necessary to consider. If a man opened his shop or warehouse to customers it was said that he invited them to enter, and that this invitation raised the relation between them which imposed on the inviter the duty of using reasonable care so to keep his house or warehouse that it might not endanger the person or property of the person invited. This was in a sense an accurate phrase, and as applied to the circumstances a sufficiently accurate phrase. Yet it was not accurate if the word "invitation" was used in its ordinary sense. By opening a shop you did not really invite; you did not ask A. B. to come in and buy; you intimated to him that if it pleased him to come in he would find things which you were willing to sell. So, in the case of shop, warehouse, road, or premises, the phrase has been used that if you permitted a person to enter them you imposed on yourself a duty not to lay a trap for him. This, again, was in a sense a true statement of the duty arising from the relation constituted by the permission to enter. It was not a statement of what caused the relation which raised the duty. What caused the relation was the permission to enter and the entry. But it was not a strictly accurate statement of the duty. To lay a trap meant in ordinary language to do something with an intention. Yet it was clear that the duty extended to a danger the result of negligence without intention. And with regard to both these phrases, though each covered the circumstances to which it was particularly applied, yet it did not cover the other set of circumstances from which an exactly similar legal liability was inferred. It followed, as it seemed to his lordship, that there must be some larger proposition which involved and covered both sets of circumstances. The logic of inductive reasoning required that where two major propositions led to exactly similar minor premisses there must be a more remote and larger premiss which embraced both of the major propositions. That, in the present consideration was, as it seemed to his lordship, the same proposition which would cover the similar legal liability inferred in the cases of collision and carriages. The proposition which those recognized cases suggested, and which was, therefore, to be deduced from them, was that whenever one person was by circumstances placed in such a position with regard to another that everyone of ordinary sense who did think would at once recognize that, if he did not use ordinary care and skill in his own conduct with regard to those circumstances, he would cause danger of injury to the person or property of the other, a duty arose to use ordinary care and skill to avoid such danger. Without displacing the other propositions to which allusion had been made as applicable to the particular circumstances in respect of which they had been enunciated, this proposition included, he thought, all the recognized cases of liability. It was the only proposition which covered them all. It might, therefore, safely be affirmed to be a true proposition, unless some obvious case could be stated in which the liability must be admitted to exist, and which yet was not within this proposition. There was no such case. Applying this proposition to the case of one person supplying goods or machinery, or instruments or utensils, or the like, for the purpose of their being used by another person, but with whom there was no contract as to the supply—whenever one person supplied goods, or machinery, or the like, for the purpose of their being used by another person under such circumstances that everyone of ordinary sense would, if he thought, recognize at once that, unless he used ordinary care and skill with regard to the condition of the thing supplied or the mode of supplying it, there would be danger of injury to the person or property of him for whose use the thing was supplied, and who was to use it, a duty arose to use ordinary care and skill as the condition or manner of supplying such thing. And for a neglect of such ordinary care or skill whereby injury happened, a legal liability arose to be enforced by an action for negligence. This included the case of goods, &c., supplied to be used immediately by a particular person or persons or one of a class of persons, where it would be obvious to the person supplying, if he thought, that the goods would in all probability be used at once by such persons before a reasonable opportunity for discovering any defect which might exist, and where the thing supplied would be of such a nature that a neglect of ordinary care or skill as to its condition or the manner of supplying it would probably cause danger to the person, or property of the person, for whose use it was supplied, and who was about to use it. It would exclude a case in which the goods were supplied under circumstances in which it would be a chance by whom they would be used, or whether they would be used or not, or whether they would be used before there would probably be means of observing any defect, or where the goods would be of such a nature that a want of care or skill as to their condition or the manner of supplying them would not probably produce danger of injury to person or property. The cases of vendor and purchaser and lender and hirer under contract need not be considered, as the liability arose under the contract, and not merely as a duty imposed by law, though it might not be useless to observe that it seemed difficult to import the implied obligation into the contract, except in cases in which, if there were no contract between the parties, the law would, according

to the rule above stated, imply the duty. His lordship then discussed the cases which had been decided with regard to goods supplied for the purpose of being used by persons with whom there is no contract, such as *Langridge* v. *Levy* (4 M. & W. 337), and said that there seemed to be no case in conflict with the rule above deduced from well-admitted cases. He was, therefore, of opinion that it was a good, safe, and just rule, and that the present case was clearly within it. The case was also within that which seemed to him to be a minor proposition—namely, the proposition which had been often acted upon, that there was, in a sense, an invitation of the plaintiff by the defendant to use the stage. COTTON, L.J., said that the defendant was the owner of a dock for the repair of ships, and provided for use in the dock the stages necessary to enable the outside of the ships to be painted while in the dock, and the stages, which were to be used only in the dock, were appliances provided by the dock owner as appurtenant to the dock and its use. After the stage was handed over to the shipowner, it no longer remained under the control of the dock owner. But, when ships were received into the dock for repair, and provided with stages for the work on the ships which was to be executed there, all those who came to the vessels for the purpose of painting and otherwise repairing them were there for business in which the dock owner was interested, and they, in his lordship's opinion, must be considered as invited by the dock owner to use the dock and all appliances provided by the dock owner as incident to the use of the dock. To these persons, in his opinion, the dock owner was under an obligation to take reasonable care that at the time the appliances provided for immediate use in the dock were provided by the dock owner they were in a fit state to be used—that is, in such a state as not to expose those who might use them for the repair of the ship to any danger or risk not necessarily incident to the service in which they were employed. That this obligation existed as regards articles of which the control remained with the dock owner was decided in *Indermaur* v. *Dames* (L. R. 2 C. P. 311), and in *Smith* v. *London and St. Katharine Dock Company* (L. R. 3 C. P. 326) the same principle was acted on. His lordship thought the same duty must exist as to things supplied by the dock owner for immediate use in the dock, of which the control was not retained by the dock owner, to the extent of using reasonable care as to the state of the articles when delivered by him to the ship under repair for immediate use in relation to such repairs. For any neglect of those having control of the ship and the appliances he would not be liable, and to establish his liability it must be proved that the defect which caused the accident existed at the time when the article was supplied by the dock owner. *Blakemore* v. *Bristol and Exeter Railway Company* (8 E. & B. 1035) might be relied on as at variance with the opinion thus expressed by him, but he thought that the objection was not well founded. If the plaintiff was to be considered as a volunteer there would be no implied request or invitation to him by the defendant to use the dock and the appliances provided. But he was there for the purpose of work, for the due execution of which the defendant received the ship into his dock, and he received payment as remuneration for allowing the work to be done in his dock, and for providing the necessary appliances for enabling it to be done. The plaintiff was therefore engaged in work in the performance of which the defendant was interested, and he could not be looked upon in the light of a volunteer. Whether the court was right in *Blakemore's case* in treating the plaintiff as a volunteer might be a question. But, as the ground of the decision was that he was so, that circumstance prevented the case being an authority inconsistent in principle with the conclusion at which his lordship had arrived. This decided the appeal in favour of the plaintiff, and his lordship was unwilling to concur with the Master of the Rolls in laying down unnecessarily the larger principle which he entertained, inasmuch as there were many cases in which the principle was impliedly negatived. His lordship examined the cases, and added that he in no way intimated any doubt as to the principle that any one who left a dangerous instrument, as a gun, in such a way as to cause danger, or who, without due warning, supplied to others for use an instrument or thing which to his knowledge, from its construction or otherwise, was in such a condition as to cause damage not necessarily incident to the use of such an instrument or thing, was liable for injury caused to others by reason of his negligent act. For these reasons his lordship agreed that the plaintiff was entitled to judgment, though he did not entirely concur with the reasoning of the Master of the Rolls. BOWEN, L.J., concurred with COTTON, L.J.—SOLICITORS, *E. J. Anning; Watson, Sons, & Room.*

MARRIED WOMAN—SEPARATE ESTATE—INJUNCTION TO RESTRAIN HUSBAND FROM INTERFERING.—In a case of *Symonds* v. *Hallett*, before the Court of Appeal on the 27th ult., a question arose as to the extent of the jurisdiction of the court to restrain a husband from interfering with the separate estate of his wife. The action was brought by a wife against her husband and the trustees of the settlement executed on the marriage, and the plaintiff claimed an injunction to restrain the husband from entering into, or remaining in possession of, a house which was included in the settlement. The house was a leasehold one, and was assigned to the trustees of the settlement upon trust for sale, with the consent of the husband and wife, and until sale upon the trusts of the settlement, which provided for the payment of the rent of the house until sale, and of the income of the proceeds of sale, to the wife for her life, for her separate use, without power of anticipation. After the marriage the husband and wife had lived in the house together. Disagreements had lately arisen and the wife had presented a petition in the Divorce Court charging her husband with adultery and cruelty and claiming a divorce. By the present action she claimed the administration of the trusts of the settlement and the injunction already mentioned. Before the action the husband had been in the habit, since the disagreements, of coming to the house occasionally to sleep. Chitty, J., granted the injunction on the authority of *Gross* v. *Green* (5 Hare, 400), and under the special circumstances of the case the Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) upheld it. BRETT, M.R., said that from the husband's own evidence it was clear that he desired to come to the house, not for the purpose of living with his wife as a wife, but for the purpose of merely inhabiting the house so as to save himself the expense of taking a lodging elsewhere, and, therefore, that, until the action came on for trial, it was better that the husband should not be allowed to interfere. Upon that ground the court would allow the injunction to continue. His lordship was unwilling now to express his opinion upon the very important question of law which was involved. COTTON, L.J., said that the question raised was one of the very utmost importance, and it must not be understood that by agreeing, as he did, with the other members of the court that the injunction should remain for the present upon the ground of expediency, he expressed any concurrence with the argument of the plaintiff's counsel that a married woman with a house settled to her separate use could come to the court, as a matter of course, to restrain her husband from entering it. The doctrine of the separate use of a married woman was that, as regarded property, she was a *feme sole* and protected against her husband as if he were a stranger, but, except as regarded property, her husband could not be considered as a stranger. BOWEN, L.J., said that upon the very important question of law which was raised he desired to express no opinion at present. The question now was what was most convenient under the circumstances of this case. The husband was seeking to enter the house which was settled to his wife's separate use. He was not asking for her society, indeed a petition by her was pending against him in the Divorce Court, in which he was charged with adultery and cruelty. Having regard to these facts, and to the fact that the claim put forward by the husband was a claim to the proprietary use and enjoyment of the house, it was expedient that the injunction should not be removed.—SOLICITORS, *Miller & Miller; Simpson, Hammond, & Co.*

SHIPOWNER—INJURY TO PASSENGER—NEGLIGENCE—CONDITION LIMITING LIABILITY—LORD CAMPBELL'S ACT.—In a case of *Haigh* v. *The Royal Mail Steam Packet Company*, before the Court of Appeal on the 30th ult., the question arose whether the conditions printed on a passenger's ticket relieved shipowners from responsibility, under Lord Campbell's Act, for the death of a passenger who was drowned when the vessel in which he sailed was sunk in a collision. The material conditions were these:—"The company will not be responsible for any loss, damage, or detention of luggage under any circumstances. The company will not be responsible for the maintenance of passengers, . . . nor for any loss or damage arising from perils of the seas, or from machinery, boilers, or steam, or from any act, neglect, or default whatsoever of the pilot, master, or mariners. . . ." The executors of the passenger sued the company, under Lord Campbell's Act, alleging that their testator's death was caused by the negligence of the company's servants. The company relied on the terms of the ticket by way of defence. The plaintiffs demurred. A divisional court (Cave and Day, JJ.) decided in favour of the company, and their decision was affirmed by the Court of Appeal (BRETT, M.R., and FRY, L.J.). BRETT, M.R., who delivered the judgment of the court, said that it was contrary to the intention of Lord Campbell's Act that executors should recover where the deceased could not have recovered if he had survived and things had otherwise been the same. The question, therefore, was whether the contract by the deceased would have prevented him from obtaining damages for personal injuries. That depended on the construction of the conditions on the ticket. As to the condition with regard to luggage, the Court of Exchequer had, in an unreported case, construed a stipulation against responsibility for any loss as not enough to protect a company against negligence. But in the present case there was the additional stipulation contained in the words "under any circumstances." The court was of opinion that those words would include loss by negligence, and, therefore, the case of luggage was fully provided for. As to passengers, the stipulation against responsibility for loss arising from perils of the sea was an odd one, because a shipowner was not liable for such accidents, and the same remark applied to the stipulations with regard to machinery, &c. As to the word "damage," on consideration the court could not say that injury to the person was not covered by it, and, therefore, an injury caused by an act, neglect, or default of the mariners was one from which the company had relieved itself by stipulation. The injury was one for which, if the deceased had survived, he could not have recovered, and therefore the appeal must be dismissed.—SOLICITORS, *C. W. Dommett; Wilson, Bristows, & Carpmael.*

GUARANTEE—SIGNATURE—ADMISSIBILITY OF EVIDENCE OF INTENTION.—In a case of *Young* v. *Schuler*, before the Court of Appeal on the 1st inst., a question arose as to the admissibility of evidence to show the intention with which the defendant had signed an instrument which purported to be a guarantee. On the 15th of November, 1876, an agreement was entered into between a firm of John Abrahams & Co. and the plaintiffs, for the erection by the plaintiffs of a building. This agreement was signed by the plaintiffs, and was also signed on behalf of John Abrahams & Co. in this form—"P. P. A., John Abrahams & Co., J. Otto Schuler." Schuler was the defendant. The letters "P. P. A." were explained as meaning "*per* power of attorney." The agreement contained this clause:—"It is further understood between the parties to this contract that J. Otto Schuler guarantees payment to Henry Young & Co. of all moneys due to them under this contract." The plaintiffs claimed damages from the defendant on this guarantee, on the ground that

Abrahams & Co. had failed to pay to the plaintiffs all the moneys which had become due to them under the contract. One of the defences was that Schuler signed the agreement only on behalf of Abrahams & Co., and not in his individual capacity, and, consequently, that he had never entered into the guarantee. At the trial before Manisty, J., evidence was admitted to show that the defendant, in signing the agreement, intended to do so on his own account as well as on behalf of Abrahams & Co. The jury found a verdict for the plaintiffs for £994. The defendant applied to a divisional court for a rule *nisi* for a new trial, on the ground that the damages were excessive, and also on the ground that evidence ought not to have been admitted of the intention with which the defendant signed the agreement. The Divisional Court (Grove and Manisty, JJ.) refused the rule on the second ground, but granted it on the first ground, unless the plaintiffs would consent to reduce the damages to £609. The defendant appealed from the refusal on the second ground, and the Court of Appeal (Brett, M.R., and Cotton and Bowen, L.JJ.) affirmed the decision. Brett, M.R., said it was admitted that, if there was a signature by the defendant as a contracting party, there was a guarantee by him. The question was whether the defendant signed the document as a contracting party. Looking at the document alone, his lordship would have thought the proper reading was that the defendant signed only under a power of attorney for Abrahams & Co. But the question with what intent a person had signed a document had always been treated as questions of evidence, unless the evidence would contradict the form of the signature. The signature in the present case might, without any contradiction, be a signature in a double character—on behalf of Abrahams & Co., and on the defendant's own behalf. Instead of signing his name twice, the defendant might, to save trouble, have signed once only. The evidence was that he intended the signature to be in the double character—on behalf of Abrahams & Co. and on his own behalf as a contracting party—and his lordship thought the evidence was clearly admissible. Cotton and Bowen, L.JJ., concurred.—Solicitors, *Lewis & Lewis.*

Infant—Stock standing in Infant's Name—Maintenance—1 Will. 4, c. 65, s. 32.—In the case of *In re Coltman, an Infant*, before Chitty, J., on the 28th ult., a petition was presented under 1 Will. 4, c. 65, s. 32, for payment to the guardian of an infant of the interest on a sum of £1,000 stock standing in the infant's name. Chitty, J., made an order for payment to the guardian of the interest on the whole sum, if it should appear that the infant had no other property.—Solicitors, *Lefroy & Sheppard.*

Company—Compulsory Purchase of Land—Owner under Disability—Payment out of Money in Court—Costs—Discretion of Court—Order.—In a case of *In re Lee*, before North, J., on the 28th ult., a question arose as to the power of the court to order a company to pay the costs of a petition for the payment out of court to a person absolutely entitled of the purchase-money of land taken compulsorily by the company, under the powers of their special Act, which had been paid into court by reason of the disability of the owner of the land at the time of the purchase. The special Act contained no provisions for the payment of the costs of such a petition by the company, and the Lands Clauses Act did not apply. North, J., held, following the decision of Jessel, M.R., in *Ex parte The Mercers' Company* (L. R. 10 Ch. D. 481), that the court had, in such a case, a discretion, under order 55, to order the company to pay the costs of the petition, and he thought that the company ought to pay those costs. He said that the decision of Jessel, M.R., had ever since been acted upon in practice.—Solicitors, *T. W. Nelson; Evans, Fisher, & Wadham.*

Will—Construction—Gift over upon Death coupled with a Contingency—Period of Contingency—Survivorship—Defeasibility—Repugnancy.—In the case of *Foster* v. *Pearson*, before Chitty, J., on the 30th ult., a question arose upon the construction of a devise in fee, followed by a proviso containing a gift over upon the happening of a contingency. The testator, by his will, dated 1833, gave certain real estate, subject to an annuity, to four of his children (naming them) as tenants in common, and not as joint tenants, and their heirs for ever; with a proviso that, "in the event of either of his above-named four children dying without issue, the part share and proportion of him, her, or them so dying should go to, belong, and be divided between and among the survivor or survivors of them in equal shares and proportions, share and share alike, as tenants in common, and not as joint tenants, and in the event of either of them dying leaving issue, then that the child or children of him, her, or them so dying should be entitled to and become possessed of his or her deceased parent's share." The four children all survived the testator. The question now was whether, upon the true construction of the will, the four children were absolutely entitled to their shares, or whether the proviso operated to cut down the fee previously devised. Chitty, J., held that the defeasibility was limited by the period of distribution, and that the four children took absolute interests in fee not liable to be divested. He was bound by the previous decisions in *Clayton* v. *Lowe* (5 B. & Ald. 636), and *Gee* v. *Mayor of Manchester* (17 Q. B. 737), which were authorities directly in point, the will in *Clayton* v. *Lowe* being in substance undistinguishable from the will in the present case. If the opposite construction were adopted the earlier words of the will would be destroyed, and the gift in fee simple would be cut down to a mere life estate. Consequently he must hold that the four children took indefeasible interests.—Solicitors, *Thomas Fortune*, for *Binstead & Prior*, Portsmouth; *A. R. Steele*, for *Pearce & Son*, Portsea; *Longcroft*, for *Longcroft & Green*, Havant.

Practice—Costs—Perusal by Solicitor—Exhibits to Affidavits—Special Order—Rules of Supreme Court (Costs), 1875, order 6, Schedule (Perusals).—In a case of *Rymer* v. *De Rosaz*, before North, J., on the 30th ult., a question arose as to the costs of the perusal by a solicitor of exhibits to affidavits. The schedule to order 6 of the Rules as to Costs of August, 1875, contains an allowance for the costs of the perusal of special affidavits by the solicitor of the other side, but there is in it no allowance for the costs of perusing exhibits. In the present case there were important exhibits to some of the affidavits which had been filed, such as opinions of foreign lawyers on questions of foreign law and translations of foreign documents. North, J., made a special order (taking as a precedent a similar order made by Bacon, V.C., in an unreported case of *Concha* v. *Murietta*) that in the taxation of costs the taxing master should be at liberty to allow "a special charge for perusal and consideration of the several documents and exhibits in this suit, the amount thereof (if any) to be in the discretion of the taxing master, and in as ample a manner as if this direction had been inserted in previous orders for taxation and payment of costs."—Solicitors, *Taylor, Son, & Humbert; W. H. Bennett; Thomas Sismey; F. A. Brabant; Boxall & Boxall.*

Will—Construction—Appointment of Executor—Mistake—Omission of Word—Intention of Testator.—In the Probate, Divorce, and Admiralty Division, on the 30th ult., judgment was given on an application (*In the Goods of Bradley*) for a grant of probate under the following circumstances:—The will of the testator contained the following words:—"I appoint Robert Hanson Brooks, of 17, Moorgate-street, in the city of London, and James Edward Walker, of 2, Chancery-lane, in the city of London . . . I bequeath . . . to each of my executors the sum of twenty pounds. . . . I give, devise, and bequeath unto my said executors and trustees all the residue and remainder of my property of every kind upon the usual trusts for sale, conversion, and investment," &c. On motion for a grant of probate to Messrs. Brooks and Walker, as executors, it was argued that, although the word "executors" did not follow the words "I appoint," the legacy to the two executors and the use of the words "my said executors and trustees," sufficiently showed the testator's intention that the two applicants should be his executors. Several cases were cited in order to show that the court could infer the testator's intention from other parts of the will, and would admit parol evidence of his intention. The motion was made with the consent of the father of the testator. Hannen, P., now said that the father's consent to the grant of probate had removed most of the difficulty in deciding the case. The will appeared to sufficiently express the testator's intention that Messrs. Brooks and Walker should be his executors. It was clear that he had intended to appoint them, and supposed that he had, in fact, done so. The whole contents of the will assisted the court in arriving at a conclusion as to the testator's meaning, and he should therefore make a grant of probate to the applicants.—Solicitor, *Walker.*

Erratum.—In the case before Chitty, J., on the 24th inst., relating to the taxation of costs, reported *ante*, p. 652, it should have been stated that the summons was taken out by the defendants, and an order made to vary the taxing master's certificate; the plaintiff being ordered to pay the costs of the summons and adjournment into court.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. Registrar Murray, sitting as Chief Judge).

July 18.—*Re Ascherberg, Ex parte The Dresden Bank.*

Proceedings for liquidation by arrangement—Trustee proceeding to call a meeting of creditors to pass resolutions granting the debtor his discharge, and providing for the sale of the estate before the time had elapsed during which a creditor of the estate had agreed to abstain from proving his debt—When and under what circumstances the court will direct an adjournment of a meeting of creditors under liquidation proceedings.

One Ascherberg filed a petition for composition or liquidation under sections 125 and 126 of the Bankruptcy Act, 1869, and a trustee was duly appointed. The Dresden Bank were creditors of the debtor for a sum of £8,000, or thereabouts, upon bills drawn by the debtor. On the 23rd of April, 1883, the bank undertook in writing not to prove for their debt for two months, so that it might be ascertained whether the bills drawn by the debtor would be paid at maturity by the respective acceptors and indorsers. Before the expiration of the said period of two months the trustee summoned a meeting of creditors for the purpose of passing resolutions granting the debtor his discharge and selling the estate for a certain sum. Notice was given to the bank of the date of the proposed meeting.

J. E. Linklater moved (on short notice pursuant to leave granted) for an order postponing or adjourning the intended meeting until some day subsequent to the expiration of the said two months. He submitted that this was the only equitable arrangement possible under the circumstances; that the action of the trustee was in breach of good faith; that the court had ample jurisdiction under the Act of 1869, and also upon the general effect of the authorities decided on the earlier statutes; and that it would be inequitable to exclude the bank from proving their debt, and consequently exercising their right to be heard at the meeting and voting thereat.

Goldberg (solicitor), *contrd.*—The applicants have no *locus standi* to make

this motion, as they are not creditors who have proved their debts. The court has no power to grant an injunction against this trustee, inasmuch as a trustee under a resolution for liquidation stands in an altogether different position to a trustee in bankruptcy. The bank will receive twenty shillings in the pound on the bills in their possession from the other parties to them. Further, there was no concealment from the bank; they had notice of the meeting and were called on to prove. [MURRAY, Registrar.—What was the use of sending notice to the bank when they had entered into an agreement not to prove before the 23rd of July? Are you ready to admit the proof of the bank?]

MURRAY, Registrar, in giving judgment said: He had no doubt as to his power to adjourn the intended meeting till after the 23rd of July. Having regard to the special agreement referred to, it was a matter of regret that the trustee should have proceeded to call this meeting before the 23rd of July. An order of adjournment would be preferable to an order admitting the proof for the purposes of the meeting. This application should have been made sooner. It was clear that the trustee gave notice to the bank some time back, and the bank ought to have applied to the trustee to adjourn this meeting or admit the proof, and, therefore, there would be no order as to costs of their application or otherwise.

Solicitors, *Bircham & Co.; Goldberg & Langdon.*

OBITUARY.

MR. JOHN HUGHES.

Mr. John Hughes, barrister, died at 34, Abingdon-villas, Kensington, on the 11th ult., at the age of seventy-seven. Mr. Hughes was the youngest son of Mr. William Hughes, of Pen y Clawdd, Denbighshire, and was born in 1805. He was educated at the University of Edinburgh, and he was called to the bar at the Inner Temple in Easter Term, 1839. Mr. Hughes was appointed by the Foreign Office secretary, under Sir Rutherford Alcock, to the Mixed Commission for the Settlement of the Claims of the Portuguese Government upon the British Legion under Sir De Lacy Evans. He was twice sent to Sweden in the interests of the firm of Overend & Gurney, as also to Copenhagen, to obtain the restitution of a large sum advanced before the Danish-German War, in which mission he was successful. Mr. Hughes was well-known as a Welsh scholar and as a writer upon Cambrian archæology. He had been twice married.

MR. JOHN EADEN.

Mr. John Eaden, solicitor (of the firm of Eaden & Knowles), died on the 1st ult. Mr. Eaden was born in 1810, and he had long conducted a most extensive practice, having been for several years associated in partnership with his son, Mr. John Frederick Eaden, who was admitted a solicitor in 1875. Mr. Eaden had been for forty-seven years clerk to the magistrates for the borough of Cambridge, and he was formerly registrar of the Cambridge County Court (Circuit No. 35) and district registrar under the Judicature Acts, which offices are now held by his son.

SIR JOHN LUCIE SMITH, C.M.G.

Sir John Lucie Smith, C.M.G., Chief Justice of Jamaica, died a Worthing on the 9th ult. Sir J. Smith was the eldest son of Mr. John Lucie Smith, LL.D., of Demarara, and was born in 1825. He was called to the bar at the Middle Temple in Trinity Term, 1849, and he had spent over thirty years in the West Indies. He was Solicitor-General of British Guiana from 1852 till 1855, when he was promoted to the office of Attorney-General, and he had acted for several months as Chief Justice of that colony. In 1869 he became Chief Justice and Vice-Chancellor of Jamaica, and he was created a Companion of the Order of St. Michael and St. George, and in the following year he received the honour of knighthood. Sir J. Smith had been for some time in weak health, and he had returned to England on leave of absence. He was married to the daughter of Mr. John Van Waterschoodt.

MR. WILLIAM NORTH.

Mr. William North, solicitor, of Leeds, died on the 24th ult., in his seventy-first year. Mr. North was born at Boroughbridge, but he had spent the greater part of his life at Leeds. He was for many years a clerk in the office of Messrs. Payne, Eddison, & Ford, with whom he ultimately served his articles. He was admitted a solicitor in 1849, and he was soon afterwards admitted a member of the firm, but a few years later he commenced business on his own account, and he succeeded in establishing a most extensive practice, his son, Mr. John North, who was admitted a solicitor in 1858, having been for several years in partnership with him. Mr. North was solicitor to the Yorkshire Banking Company, and local solicitor at Leeds to the North-Eastern Railway Company. He was also legal agent to the Marquis of Ripon and the Earl of Mexborough. Mr. North was buried at the Woodhouse Cemetery.

MR. FRANCIS SAMUEL BIRCHAM.

Mr. Francis Samuel Bircham, solicitor, of Reepham, died suddenly at that place on the 23rd ult. Mr. Bircham was born in 1829. He was admitted a solicitor in 1852, and had practised for nearly thirty years at Reepham. He had an extensive business, and had been for many years clerk to the Commissioners of Taxes, and clerk to the magistrates for the Eynsford Division of the county of Norfolk. Mr. Bircham was highly esteemed by all classes, and his sudden death is universally lamented. He was buried at Reepham on the 27th ult.

MR. JOHN PHILIP GREEN.

Among the victims of the calamitous earthquake in Ischia was Mr. John Philip Green, late a judge of the High Court at Bombay. Mr. Green was educated at University College, London, and graduated B.A. of the University of London in 1849, and LL.B. in 1853. He was called to the bar at the Middle Temple in Michaelmas Term, 1856, having in the same term obtained an open studentship. He shortly afterwards left for India, and after several years' successful practice at the Bombay Bar he was appointed a puisne judge of the High Court of that presidency, where he obtained a high judicial reputation. About a year ago he resigned his seat on the bench, and he had been recently travelling in the south of Europe for the benefit of his health.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The following circular has been issued:—

Incorporated Law Society, Chancery-lane, W.C., August 1.

ANNUAL PROVINCIAL MEETING.

Dear Sir,—I have the pleasure to inform you that the council have accepted an invitation to hold the annual provincial meeting of this society for the present year at Bath. It will accordingly be held in the Guildhall in that city on Tuesday and Wednesday, the 16th and 17th of October next, and the proceedings will be as follows:—

Tuesday, 16th of October.—The president, Mr. E. J. Bristow, will take the chair at 11 a.m. and deliver an address. After this address, papers contributed by members of the society will be read and discussed. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30. In the evening the members of the Incorporated Law Society attending the meeting will dine together, the president of the society, Mr. E. J. Bristow, taking the chair. Tickets for the dinner will be £1 5s. each.

After the dinner, the president and members of the Bath Law Society will entertain the company at a smoking concert.

Wednesday, 17th of October.—The meeting will be resumed at 11 a.m., when the reading of papers and discussion thereon will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30.

On that evening the president of the Bath Law Society (Mr. Holland Burne) will give a reception at the Assembly Rooms.

On Thursday, the 18th of October, arrangements will be made for visiting places of interest in Bath, and viewing the scenery of the neighbourhood; and the mayor has intimated his intention to entertain the members of the society at luncheon on that day at the Guildhall.

Should you wish to attend the meeting, I shall feel obliged if you will signify your intention, on or before the 1st of September next, to Mr. J. A. Timmins, or Mr. E. Newton Fuller, Bath, the honorary local secretaries, who will be happy to give any further information, and will be glad to afford assistance in obtaining accommodation in hotels or lodgings for those desiring it.

If you are good enough to prepare a paper, I shall be obliged if you will inform me the title and purport of it by the 15th of September, and the paper itself should be placed in my hands on or before the 29th of September, in order that it may be printed for circulation at the earliest possible moment after the close of the proceedings.

Subject to the control of the president, each gentleman attending the meeting will be at liberty to speak and to vote upon any matter under discussion; but all resolutions expressive of the sentiments of the meeting will be framed in the form of recommendations or requests to the council to take the subjects of such resolutions into their consideration.

The fifty-first half-yearly general meeting of the Solicitors' Benevolent Association will be held in the Guildhall on the 17th of October, at 10 a.m.

I am, dear Sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 2nd inst., the following being present—viz., Mr. A. E. Finch, chairman, and Messrs. Desborough, jun., Hedger, Lucas, Scadding, Williamson, and A. B. Carpenter, secretary—a grant of £45 was made to the widow of a deceased member, and the ordinary general business was transacted.

Petitions have been presented to the House of Commons by Mr. W. F. Tollemache, from the Chester and North Wales Incorporated Law Society, for an address to her Majesty to vary the new Rules of Court; and by Mr. W. E. M. Tomlinson, from the Preston Law Society, for an address to her Majesty that the new rules may be annulled; and by Mr. E. Birkbeck, from the Great Yarmouth Law Society, against the new rules.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates were successful at the Preliminary Examination held on the 11th and 12th of July, 1883 :—

[illegible]gate, William	Mallam, Cyril Arthur
[illegible]dous, James William	Marzetti, Eustace
[illegible]ingell, Tom Plowman	Mason, George Arthur
[illegible]rnould, Clement Edgar	Mason, Richard
[illegible]aker, Herbert	Matthews, Peter
[illegible]aldwin, Edgar	Matthews, Wallace Long
[illegible]aldwin, Hartley	May, Walter Gladstone
[illegible]aldwin, Henry Hall	Medlicott, Frank
[illegible]aldwin, Robert	Mellersh, Wilfred Duke
[illegible]arlow, George Dudley	Meredith, Arthur Higgins
[illegible]ear, Mostyn Arnold de	Morgan, Ivor Rhys
[illegible]ell, Charles	Munro, Innes Francis Gunn
[illegible]rmie, James Sharpe	Murray, Claude Archibald
[illegible]lack, John William	Nettleship, Robert Murray
[illegible]lakemore, Arthur Villiers	Nixon, Charles Wyril
[illegible]ono, Percy	Norgate, Theodore Tracey
[illegible]radbury, Charles Edward	North, Edward Roundell
[illegible]reese, Charles Edward	Oddie, William
[illegible]rowning, Arthur	Parkes, John Amery
[illegible]urnett, George Radclyffe	Peachey, Francis Henry
[illegible]urch, Alfred Christian	Peile, Alfred Brodie
[illegible]urrell, Ernest Fitchett	Perkins, Harry
[illegible]usser, William	Philipps, Hugh Grismond
[illegible]arter, Joseph Wrigley	Pickles, John
Chapman, Thomas Denson	Plant, Edward Ashley
[illegible]havasse, Alban	Plummer, Lewis
[illegible]larke, William Richard Crawford	Pownall, Joseph Boothby
[illegible]oode, Thomas Lyne	Pritchard, William Clowes
[illegible]ooper, Ludford	Reed, Christopher
[illegible]rimp, Walter Edwin	Rhodes, Samuel Robert
[illegible]ross, John Trevor	Riccard, George Edward
[illegible]rowe, Harry Percy	Richardson, Aubrey
[illegible]ay, Henry Purcell	Richardson, Charles Arthur
[illegible]eans, Henry Stapleton	Ride, Thomas
[illegible]oes, Arthur	Ridley, Frederick Thomas
[illegible]odsworth, Leonard	Robinson, Charles Phineas
[illegible]orniford, Ernest	Robinson, William Howard
[illegible]raper, Edward	Rogers, Ernest Abethel
[illegible]runkwater, Tom Harry	Russell, Percy Willis
[illegible]udley, Thomas Horace	Russon, Francis Joseph
[illegible]uke, Gilbert Ashton	Rutherford, Henry Taylor
[illegible]llen, Frederic	Ryland, Frank
[illegible]llis, William Twigge	Salthouse, Thomas Brookbank
[illegible]erguson, William John	Samuel, Abraham
[illegible]inch, George William	Sarjeant, Frederick Arthur
[illegible]itter, Sydney Pershouse	Schierwater, Frederic Amandus
[illegible]lint, Ernest Reginald	Shoolbred, Herbert Davy
[illegible]loyd, Arthur	Shuter, Henry Johnson
[illegible]reeman, John Edward	Smith, Gilbertson
[illegible]arner, Stanley	Smith, Horace Augustus
[illegible]ilbey, Tresham	Southby, Charles
[illegible]oody, Sydney Carr	Spencer, Herbert Harvey
[illegible]abgood, Robert Tanner	Stainer, Sydney George
[illegible]ales, John Edgar	Stephenson, Thomas Walter Bernard
[illegible]all, Marriott Firth	Stone, Arthur Carlyon Stanley
[illegible]anson, Oswald Shaw	Storry, Edwin Rougemont
[illegible]arratt, Arthur Frederick	Strangways, Thomas Edward
[illegible]arris, Henry Haden	Street, Arthur
[illegible]arris, Reginald James	Strong, Noel Whitley
[illegible]astings, George Andrew	Sykes, John Herbert
[illegible]erbage, Percy George	Sykes, John Lewis
[illegible]ills, Robert	Tallack, Edwin
[illegible]inshelwood, John H. T.	Tannett, Thomas
[illegible]inde, Henry Derwent	Taylor, Thomas Parker
[illegible]olland, Charles Freemann	Thomson, Lewis Gardner
[illegible]olroyde, Charles James	Todd, Hadden
Hoskins, Horatio Francis Alexander	Tompkins, David Henry
[illegible]owgate, Edward	Townend, Thomas Morgan
[illegible]umphry, Frank	Turner, Alfred
[illegible]utchins, William Mortimer	Villiers, William Noel
[illegible]nce, Gerard Binsonn	Vizard, William
[illegible]son, Edwin Henry Cooke	Walker, Henry Charles
[illegible]essett, Montague George	Walker, Reginald Thomas
[illegible]eboult, Francis Moore	Walters, Alfred
[illegible]ewson, Frank	Watts, Philip Benjamin
[illegible]eyworth, John Seymour	Watson, Frederic Byers
[illegible]irk, William	Webb, Frederic Bostock
[illegible]arge, Albert William	Whitfield, William
Lawson, Frederick Charles	Whitley, John
Layton, Frederick Ernest	Williams, John Bellis
Lescroft, Frederick Richard Becher	Williams, Samuel
[illegible]ishman, William Hugh	Williams, William Morgan
[illegible]und, Albert	Wilmhurst, Walter Leslie
Workman, Lawrence	Wylie, John
Wright, Albert William	Young, Cyril Alfred
Wright, Frank Baildon	

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall, on Wednesday, July 25. Mr. D'A. B. Collyer in the chair. The subject for debate was, "The present style of male and female attire, and the necessity for reform in its constitution," which was opened by Mr. Oxley Forster, who moved "That the present mode of dress adopted by males requires, to some extent, reform, and that the mode of dress adopted by females requires a thorough reformation." Messrs. Holah, Harvey, Collyer, Jenks, and Eiloart spoke upon the question, and after the opener had replied, the motion, on being put to the meeting, was carried by a majority of three votes. The subject for next week's debate is "Compulsory Vaccination."

THE NEW RULES OF COURT.

THE following is the petition of the Incorporated Law Society to the House of Commons :—

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Incorporated Law Society of the United Kingdom

Sheweth—

By the Supreme Court of Judicature Act, 36 & 37 Vict. c. 66, s. 68, it is enacted that her Majesty may, by and with the advice of the Lord Chancellor, the Lord Chief Justice of England, and other judges of the Supreme Court as therein mentioned, make rules of court for the purposes specified in such Act. And it is further enacted that—"All rules of court made in pursuance of this section shall be laid before each House of Parliament within forty days next after the same are made, if Parliament is then sitting, or if not, within forty days after the next meeting of Parliament; and if an address is presented to her Majesty by either of the said Houses, within the next subsequent forty days on which the said House shall have sat, praying that any such rules may be annulled, her Majesty may thereupon, by Order in Council, annul the same; and the rules so annulled shall thenceforth become void and of no effect, but without prejudice to the validity of any proceedings which may in the meantime have been taken under the same. This section shall come into operation immediately on the passing of this Act."

That on or about the 10th day of July, 1883, certain new rules of procedure in the Supreme Court were laid before both Houses of Parliament. These rules are understood to extend to upwards of four hundred pages of print, and, up to the time of the preparation of this petition, your petitioners have been unable to obtain any copies of them or to consider them, though, as your petitioners are informed, they effect very great changes in the procedure of the High Court of Justice, in which changes the profession, as represented by your petitioners, are deeply interested.

Your petitioners, as representing the solicitors of this country, are anxious at all times to take part in measures of legal reform, and regret that they were not afforded the opportunity of considering and making suggestions upon the rules prior to their issue.

Your petitioners are of opinion that it is of great importance in the interests of the public, and for the convenience of both branches of the legal profession to whom those interests are intrusted, that the fullest opportunity should be afforded for the consideration of these rules.

That such rules necessarily involve matters of detail in procedure of which your petitioners have in the performance of their duties large experience, and your petitioners venture to think they may be able to render material assistance in the consideration of any new rules which may be submitted to your Honorable House.

That such opportunity has not been afforded either to your petitioners, or, as they believe, to the members of the bar.

Your petitioners therefore humbly pray that your Honorable House will be pleased to present an address to her Majesty to annul the rules to which your petitioners have referred, with the view of sufficient time being given for their consideration, or that some measure may be framed in the present session of Parliament for prolonging the time for consideration of such rules.

LEGAL APPOINTMENTS.

Mr. ALLAN BURNETT, solicitor (of the firm of Rice & Burnett), of 10, Lincoln's-inn-fields and Old Charlton, has been elected Vestry Clerk of the Parish of Charlton. Mr. Burnett was admitted a solicitor in 1874.

Mr. WILLIAM CONRAD REEVES, barrister, has been appointed one of her Majesty's Counsel for the Island of Barbadoes. Mr. Reeves was called to the bar at the Middle Temple in Trinity Term, 1863.

Mr. WALTER THOMAS WRAGG, barrister, has been appointed a Puisne Judge of the Supreme Court of the Colony of Natal. Mr. Justice Wragg was called to the bar at the Inner Temple in January, 1879.

Mr. James Edward Oglethorpe, solicitor (of the firm of Clark, Oglethorpe & Son), of Lancaster, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Walter Tuck, solicitor, of Southwold, has been elected Town Clerk of that borough, in succession to Mr. Harry Read Allan, deceased.

Mr. Richard William Ladell, solicitor (of the firm of Copeman & Ladell), of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. John Houchen, junior, solicitor, of Thetford, has been elected Town Clerk of that borough, on the resignation of his father, Mr. John Houchen, senior.

Mr. Hugh Garden Seth Smith, barrister, of the Inner Temple, has been appointed Judge of the District Court of Auckland, New Zealand. He has also received the appointment of Law Lecturer in the Auckland University College.

Mr. Henry Keeble, solicitor, of the Wool Exchange, 26, Basinghall-street, E.C., and 13, Windsor-road, Denmark-hill, S.E., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Herbert Bramley, solicitor, Sheffield, has been appointed a Commissioner for taking Affidavits in the Supreme Court of Judicature in the Colony of Victoria.

DISSOLUTIONS OF PARTNERSHIPS.

James Peace and Alfred Matthew Bradley, solicitors, 11, Grocer's Hall-court, Poultry, London. May 21. [*Gazette*, July 27.]

James Thomas Wright and William Russell Law (Wright & Law), solicitors, 20, High Holborn, Middlesex. July 28. The practice will in future be carried on by the said William Russell Law.

Thomas Neufville Crosse and Lancelot Freston Brettingham (Crosse & Brettingham), solicitors, 26, Bloomsbury-square, Middlesex. April 6. [*Gazette*, July 31.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 26.—*Bill Read a Second Time.*

Companies (Colonial Registration).

Bill Read a Third Time.

Private Bill.—London, Hendon, and Harrow Railway.

July 27.—*Bill Read a Second Time.*

Consolidated Fund (No. 4).

Bills Read a Third Time.

Private Bills.—Bexley Heath Railway; Ogmore Dock and Railway.

July 30.—*Bill in Committee.*

Consolidated Fund (No. 4).

Bills Read a Third Time.

Private Bills.—Eastern and Midlands Railway; London and South-Western Railway (Bournemouth Direct Railway, &c.).

Companies Acts Amendment.

July 31.—*Bill in Committee.*

Companies (Colonial Registration).

Bills Read a Third Time.

Private Bill.—Skegness, Chapel, St. Leonards', and Alford Tramways; London and South-Western Railway (Various Powers); Mersey Railway; Metropolitan Board of Works (District Railway).

Consolidated Fund (No. 4).

HOUSE OF COMMONS.

July 26.—*Bills Read a Second Time.*

Supreme Court of Judicature (Funds, &c.); Public Health Act, 1875 (Support of Sewers), Amendment.

Bills in Committee.

Railway Passenger Duty, &c.; Greenwich Hospital; Friendly Societies (Nominations); Parochial Charities (London).

Bills Read a Third Time.

Private Bills.—Ipswich Gas; Market Deeping Railway (Abandonment); Electric Lighting Provisional Orders (No. 7); Electric Lighting Provisional Orders (No. 9); Electric Lighting Provisional Orders (No. 10).

July 27.—*Bills Read a Third Time.*

Private Bills.—Hawarden and District Water; Sock Dennis Rectory. Greenwich Hospital.

July 30.—*Bill in Committee.*

Supreme Court of Judicature (Funds, &c.).

July 31.—*Bills Read a Second Time.*

Private Bills.—Harrison's Estate; Regent's Canal (City and Docks Railway).

Revenue and Friendly Societies.

Bill Read a Third Time.

Public Health Act, 1875 (Support of Sewers), Amendment.

August 1.—*Bills Read a Third Time.*

Agricultural Holdings (England); Supreme Court of Judicature (Funds, &c.).

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Ashburton Slate Quarries, Limited.—Petition for winding up, presented July 25, directed to be heard before Bacon, V.C., on the first petition day in Michaelmas Sittings. Greenfield and Abbott, Queen Victoria st, solicitors for the petitioner

Commercial Advertising Company, Limited.—Chitty, J., has, by an order dated May 18, appointed Robert Payne, 57, Moorgate st, to be official liquidator. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Oct 6 at 11 is appointed for hearing and adjudicating upon the debts and claims

Howatson Patent Furnace Company, Limited.—Petition for winding up presented July 21, directed to be heard before Bacon, V.C., on Saturday, Aug 4. Harris, Bishopsgate churchyard, solicitor for the petitioners

Mediterranean Extension Telegraph Company, Limited.—Petition for winding up, presented July 25, directed to be heard before Bacon, V.C., on Aug 4. Michael, Gt Winchester Winchester st, solicitor for the petitioner

Oobegum Gold Mining Company of India, Limited.—Petition for winding up presented July 26, directed to be heard before Kay, J., on Aug 4. Snell and Co, George st, Mansion House, solicitors for the petitioner

Pilsen-Joel and General Electric Light Company, Limited.—Petition for winding up, presented July 25, directed to be heard before Pearson, J., on Aug 4. Powell, Essex st, Strand, solicitor for the petitioner

Prudential Loan and Discount Company, Limited.—Petition for winding up presented July 24, directed to be heard before Pearson, J., on Aug 4. Pritchard and Marshall, White Hart ct, Gracechurch st, solicitor for the petitioner [*Gazette*, July 31.]

London Manufacturing Company, Limited.—By an order made by Kay, J., dated July 23, it was ordered that the above company be wound up. Merriman, Cannon st, solicitor for the petitioner

London Stock Brick Company, Limited.—Chitty, J., has fixed Aug 8 at 11 at his chambers as the time and place for the appointment of an official liquidator

North London Freehold Land and House Company, Limited.—By an order made by Bacon, V.C., dated July 21, it was ordered that the above company be wound up. Harman, King's Arms yd, Moorgate st, solicitor for the petitioner

Bristol, Clifton, and West of England Co-operative Supply Association and Provision Market, Limited.—Chitty, J., has fixed Aug 9 at 11 at his chambers as the time and place for the appointment of an official liquidator [*Gazette*, June 22.]

Unlimited in Chancery.

Norwich Equitable Fire Assurance Company.—By an order made by Bacon, V.C., dated July 14, it was ordered that the company be wound up. Boxall and Boxall, Chancery lane, solicitors for the petitioner [*Gazette*, July 27.]

Friendly Societies Dissolved.

Friendly Society, Globe Inn, Long st, Hanslope, Buckingham. July 24

Scotland Place Working Man's Friendly Sick and Burial Society, Scotland rd, Liverpool. July 23

Temperance and General Benefit Society, Brynhyfryd Vestry Room, Rhymney. July 23

United Friends Benefit Society, Mount st, Grosvenor sq. July 23 [*Gazette*, July 27.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

Beaumont, George, Bridgeford Hall, Nottingham, Esq. Sept 1. Beaumont v Beaumont, Chitty, J. Wing, Nottingham

Beaumont, Henry, Grantham, Lincoln, Solicitor. Sept 1. Bolton v Beaumont, Chitty, J. Tyrer, Liverpool

Chambers, John Graham, Wetherby terrace, Kensington. Sept 1. Bolton v Chambers, Chitty, J. Burch, Spring gdns, Charing cross

Dean, John, Bingley, York. Sept 1. Ward v Holmes, Kay, J. Weatherhead and Burt, Bingley [*Gazette*, July 20.]

Jenkins, William, Ystradfeilte, Brecon, Gent. Oct 1. Jenkins v Jenkins, Kay, J. James, Merthyr Tydfil

Paterson, Thomas, Great Queen st, Long Acre, Artist in Stained Glass. Aug 20. Strong v Paterson, Pearson, J. Metcalfe, Idol lane

Shaw, George, Barneparks, nr Teignmouth, Devon, Esq. Aug 31. Stephens v Shaw, Chitty, J. Beachcroft, Theobald's rd, Bedford row

Smith, Benjamin, Carnarvon, Esq. Oct 1. Smith v Smith, Kay, J. Byrne and Lucas, Surrey st, Strand

Yewdall, George, Leeds. Sept 10. Yewdall v Yewdall, Pearson, J. North, Leeds [*Gazette*, July 24.]

Hart, John, Weston upon Trent, Stafford, Licensed Victualler. Sept 29. Jackson v Hart, Bacon, V.C. Rex, Stafford

May, Anne, Loughborough pk bldgs. Aug 31. Hemsted v May, Pearson, J. Witherington, Reading

Mundell, Mary, Lancaster ter, Regent's pk. Aug 30. Fenton v Cumberlege, Pearson, J. Rawle, Bedford row

Parland, Annette, Broomy Hill, Hereford. Aug 30. Samuel v Crawshay, Pearson, J. Gray, Bow churchyard

Rule, Charles Henry, High st, Putney, Licensed Victualler. Sept 16. Rule v Rule, Pearson, J. Morley, Gresham House, Old Broad st

Taylor, James, High st, Shadwell, Plumber. Sept 4. Taylor v Halsey, Bacon, V.C. Burn and Galloway, Gresham st

Trivett, John Frederick, Campbell ter, Bromley, Gent. Sept 4. Taylor v Smith, Bacon, V.C. Burn and Galloway, Gresham st

WILKINSON, ROBERT, Brough, Westmorland, Tailor. Sept 3. Robinson v Wilkinson, Bacon, V.C. Preston, Kirkby Stephen
WILLIAMSON, THOMAS, Cumberland ter, Stoke Newington, Retired Publican. Sept 4. Gray v Williamson, Bacon, V.C. Glynes, Mark lane
[*Gazette*, July 27.]

CHICHESTER, JOHN HOPTON RUSSELL, Belgrave rd. Sept 1. Bloxsome v Chapman, Chitty, J. Dowse, New inn, Strand
COOPER, HENRIETTA, Brighton. Oct 1. Cooper v Cooper, Kay, J. Husey-Hunt, Lewes
CORPE, RICHARD, Fulmer, Buckingham, Gent. Sept 1. Corpe v Whitfield, Chitty, J. Tucker, Serle st, Lincoln's inn
LARSON, JOHN, Leeds, Cloth Merchant. Oct 1. Johnson v Johnson, Kay, J. Turner, Leeds
SMITH, SAMUEL, Weaverham, Chester, Surgeon. Sept 1. Bower v Smith, Chitty, J. Royle, Bedford row
WYTHES, GEORGE, Bickley pk, Kent, Esq. Nov 20. West v Wythes and Wythes v West, Bacon, V.C. Upton, Austin Friars
[*Gazette*, July 31.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ARKWRIGHT, ANN, Preston, Lancaster. Aug 14. Ascroft, Preston
BARKER, ANNE, Little Comberton, Worcester. Aug 18. Parker, Worcester
BIRD, EDMUND, Gloucester, Gent. Aug 26. Burrup and Coren, Gloucester
BLOGG, FRANCES CATHERINE, Forest Hill, Kent. Aug 25. Western, Essex st, Strand
BROWN-WESTHEAD, THOMAS CHAPPELL, Hanley, Stafford, China and Earthenware Manufacturer. Sept 29. Hand and Co, Stafford
BURSTALL, ELINOR CLEMENA MARIA, Pelham crescent, South Kensington. Aug 20. Stevens and Co, St Mildred's ct, Poultry
CAMPION, WILLIAM WILLES, Brunswick rd, Heene, Gent. Sept 1. Holmes, Worthing
CAWSTON, JOHN, Worthing, Sussex. Sept 1. Stevens and Co, Witham
CLARK, SARAH ANN, Foleshill pl, nr Coventry. Sept 12. Woodcock, Coventry
COOK, THOMAS, Tring, Hertford, Farmer. Sept 8. Fell, Aylesbury
DEAKIN, GEORGE, Sheffield, Table Knife Maker. Aug 31. Porrett, Sheffield
DOOR, JOHN, Southam st, Upper Westbourne pk, Railway Inspector. Sept 1. Everill, Marylebone rd
DURRANT, GEORGE, Norwich, Esq. Oct 21. Fox, Norwich
GARDNER, GEORGE, Tolleshunt D'Arcy, Essex, Retired Maltster. Sept 1. Stevens and Co, Witham
GROOM, WILLIAM, Ipswich, Hop and Seed Merchant. Sept 1. Cobbold and Co, Ipswich
HELLIWELL, HENRY, Halifax, Woolsorter. July 28. Stansfeld, Halifax
HOLE, NATHANIEL JOHN BRASSEY, Broadwoodkelly, Devon, Clerk in Holy Orders. Sept 15. James, Exeter
HUMPHRIES, WILLIAM, Manchester, Veterinary Surgeon. Sept 6. Bond and Son, Manchester
INGHAM, WILLIAM, Leeds, Gent. Sept 14. Nelson and Co, Leeds
JOHNSON, MARTHA, Atherton, Lancaster. Aug 31. Part and Co, Atherton
KAY, JOSEPH, Blackpool, Stationer. Sept 5. Bond and Son, Manchester
MALLAM, MARY ANN, Milton, Berks. Sept 1. Graham, Abingdon
MARSH, JAMES, Queen's rd, Bayswater, Gent. Aug 21. Mackeson and Co, Lincoln's inn fields
MILLER, ANN, Camberwell New rd. Oct 1. Taylor and Co, Furnival's inn
PEARSON, ROBERT, Basford, Stafford, Gent. Aug 18. Wilson, Stoke upon Trent
POWNALL, JAMES, Crowthorne, Berk, M.D. Sept 1. Henly, Calne
PRYCE-JUER, RICHARD, Park rd, Battersea, Gent. Sept 1. Best and Co, Essex st, Strand
PYE, THOMAS, Doncaster, York, Innkeeper. Sept 1. Parkin and Co, Doncaster
SERGENT, ANN, Leyland. Aug 20. Charnley and Co, Preston
SQUIRES, GEORGE, Kingston upon Hull, Shoemaker. Sept 7. Laverack, Hull
TAYLOR, JAMES, Kingston upon Hull, Baker. Sept 22. Middlemiss and Pearce, Hull
THOMLINSON, MARY, Wavertree, nr Liverpool. Aug 20. Jevons and Co, Liverpool
WEBB, Rev. JOHN BLURTON, Windermere, Westmoreland. July 31. Gatey, Ambleside
WELDON, JAMES HENRY, York pl, Portman sq, Gent. Sept 1. Angell and Co, Gresham st, Bank
WHITAKER, THOMAS, Crowndale rd, Oakley sq. Sept 20. Burgoynes and Co, Oxford st
WILLIAMS, ELIZABETH, Hereford, Sept 18. Morice and Co, Serjeants' Inn, Fleet st
[*Gazette*, July 20.]

BARLOW, THOMAS ARTHUR, Sandon, Stafford, Farmer. Aug 31. Adderley and Marriott, Longton
BEESLEY, LAWRENCE, Barrow in Furness, Lancaster, Boiler Maker. Aug 21. Nalder, Barrow in Furness
BROOKS, SEWARD, Chatteris, Isle of Ely, Cambridge, Gent. Sept 1. Ruston, Chatteris
BURNSIDE, Rev WILLIAM, Plumtree, Nottingham. Sept 1. Watson and Co, Nottingham
CANDS-WILSON, WILLIAM WILSON, Moretonhampstead, Devon, Esq. Sept 29. Crosse, Lancaster place, Strand
CARSWELL, CHRISTOPHER, Nottingham, Gent. Sept 1. Cann and Son, Nottingham
DOWNES, THOMAS, Hartington, Derby, Farmer. Aug 31. Bennett and Co, Buxton
EDGAR JAMES JACOB, Liverpool, Gent. July 31. McGowen, Liverpool
GIBSON, JOHN HARE, Kingston upon Hull, Doctor of Medicine. Sept 8. Thorney, Kingston upon Hull
GRAY, WILLIAM HANCOCK, Ryde, Isle of Wight, Esq. Aug 27. Theodore and Co, Old Broad st
HIRSCH, HERMANN, Muswell Hill, Engineer. Aug 20. Freshfields and Williams, Bank bldgs
HODGKINSON, MARY ANNE, Kirby Hardwick, Nottingham. Aug 31. Watson and Co, Nottingham
HOLTUM, EDWARD RICHARD, Whitfield, Kent, Carpenter. Aug 4. Knocker, Dover
PEART, ISAAC, Tewin, Herts, Yeoman. Sept 6. Carthew, Chancery lane
PICKUP, PETER, Burnley, Colliery Proprietor. Sept 8. Earle and Co, Manchester
PLOWMAN, ROBERT, Manea, Isle of Ely, Cambridge, Farmer. Sept 1. Ruston, Chatteris
PRICE, DAVID, Wrexham, Brewer. Sept 1. James and James, Wrexham
RUFFO, SARAH LOUISA, Princess Di St. Antimo Ruffo, Genoa, Italy. Nov 1. Davies and Co, Abchurch House, Sherborne lane
SMITH, LOUISA YATES, King's Norton, Worcester. Aug 21. Ryland and Co, Birmingham
SPRACKETT, WILLIAM, Tintinhull, Somerset, Gent. Aug 24. Poole, South Petherton
STRONG, JOHN, Rock Ferry, Chester, Shipbroker. Sept 1. Weld, Livrpool
WAITE, JONATHAN, Leeds, Gent. Aug 31. Middleton and Sons, Leeds
WATTS, GEORGE WILLIAM, Brockley, Kent, Banker's Clerk. Aug 31. Upton, Chancery lane
WILKINSON, ROBERT, Grassendale, nr Liverpool, Cotton Spinner. Sept 8. Earle and Co, Manchester
WINTERINGHAM, CONSTANCE, Wimbledon. Aug 31. Crowder and Co, Lincoln's inn fields
WOOD, LOUISA, Bristol. Sept 1. Bryan, Hindley
WOOD, WILLIAM, Crown rd, Fulham, Gent. Oct 1. Simpson and Cullingford, Gracechurch st
WOODHEAD, ROBERT, Southport, Lancaster. Aug 10. Payne and Son, Liverpool
[*Gazette*, July 24.]
BEAVAN, WILLIAM, Hereford, Gent. Sept 20. James and Bodenham, Hereford
BIRCH, CHARLES, Lichfield, Builder. Sept 29. Hinckley and Co, Lichfield
BUDD, LOUISA MATILDA, Barnstaple, Devon. Aug 11. Harding and Son, Barnstaple
BUTLER, JANE, Shap, Westmoreland. Sept 4. Little and Lamonby, Penrith
BUTTERY, CHARLES, Sutton-upon-Trent, Gent. Aug 25. Martin and Sons, Nottingham
CHIPPINDALE, CHARLES, Queen Anne st, Cavendish sq. Sept 1. Hewitt, Nicholas lane
CHURCHILL, ELIZABETH REBECCA, Exeter. Aug 31. Drake, Exeter
DARELL, Rev. Sir WILLIAM LIONEL, Bart., Upper Brook st. Sept 1. Williams and Co, Lincoln's inn fields
DASHWOOD, MAITLAND, Palace Gardens ter, Kensington, Esq. Aug 31. Maples and Co, Frederick's pl, Old Jewry
FENERTY, THOMAS, Sydenham Hill, Surrey, Esq. Sept 15. Murray and Co, Birchin lane
FIETH, JAMES, Sheffield, out of business. Sept 1. Vickers and Co, Sheffield
HAWORTH, EUPHRASIA FANNY, Pembroke sq. Sept 1. Goodhart and Medcalfe, Gt George st, Westminster
KIRKPATRICK, THOMAS, Walsall, Stafford, out of business. Sept 1. Cotterell, Walsall
LYNCH, THOMAS, Larcome st, Walworth, Clerk. Sept 10. Guy, Bishopsgate st Within
MACBEAN, THOMAS, Great Tichfield st, Marylebone, Painter. Sept 10. Guy, Bishopsgate st Within
MERCHANT, JOSEPH, sen, Maidstone, Kent, Gent. Aug 24. Stenning, Maidstone
ORGAN, EDWARD, Albion rd, Dalston, Cabinet Manufacturer. Aug 28. Pearce and Sons, Giltspur st
SCHOLES, THOMAS, Over Darwen, Lancaster, Coal Agent. Sept 1. Costeker, Darwen
SCHOLEY, GEORGE, Wakefield, York, Joiner. Sept 3. Barratt and Senior, Wakefield
SIDGREAVES, GEORGE, Preston, Lancaster, Esq. Sept 1. Ashurst, Preston
SMITH, LUCENA, Hove, near Brighton, Sussex. Aug 31. FitzHugh and Co, Brighton
STEVENS, MARY, Stanford le Hope, Essex, Licensed Victualler. Sept 20. Hunt and Co, St Swithin's lane
STONHOUSE, GILBERT HEATHCOTE, Frimley, Surrey, Esq. Aug 23. Lee and Co, Prince's st, Storey's gate
TRAVIS, WILLIAM, Crompton, Lancaster, Gent. Sept 7. Standring and Taylor, Rochdale
TURNBULL, RALPH, Tynemouth, Merchant. Sept 1. Adamson, North Shields
WATTEAU, EMILE, Middlesborough, York, Iron Merchant. Aug 31. Belk, Middlesborough
WHITE, Sir THOMAS, Sloane st, Chelsea. Sept 1. Hewitt, Nicholas lane
WILKINSON, WILLIAM, Barton on Humber, Surgeon. Oct 1. Goy and Cross, Barton on Humber
[*Gazette*, July 27.]
ABBOTT, GEORGE, Lupus st. Pimlico, Gent. Aug 27. Tatton, Lower Phillimore pl, Kensington
ALPHANDERY, MARY ANN, New Bond st. Aug 31. Furber, Gray's inn sq
ASHTON, MARY ANN, Barry rd, Peckham. Oct 1. Cunliffe and Co, Chancery lane
BENYON, Rev EDWARD RICHARD, Bury St Edmunds, Suffolk. Oct 1. Lake and Co, New sq, Lincoln's inn
BIRCH, CHARLES, Lichfield, Builder. Sept 29. Hinckley and Co, Lichfield
BLUNN, JOSEPH RAMSBOTTOM, Catcliffe, nr Rotherham, York, Glass Manufacturer. Sept 15. Oxley and Co, Rotherham
BOURNE, THOMAS ALFRED, Bentinck ter, Regent's park, Commission Agent. Aug 31. Sadgrove, Mark lane
BRIGGS, MARY ANN, Halifax. Sept 1. Hills, Halifax
CLARK, OWEN, Dean st, Soho sq, Leather Merchant. Sept 11. Childs, Paul's Bakehouse ct, Doctor's commons
CROWTHER, WILLIAM GREENWOOD, Alexandria, Civil Engineer. Sept 7. Sager and Camm, Todmorden
DIXON, JOSEPH, Kingston upon Hull, Homœopathic Chemist. Sept 1. King, Kingston upon Hull
FILER, ALEXANDER JAMES DUFF, Bishopswood rd, Highgate, Gent. Sept 29. Thompson and Groom, Raymond bldgs, Gray's inn
FORBES, FREDERICK WILLIAM, Cornwall rd, Westbourne Park, Gent. Sept 13. Brundrett and Co, King's Bench walk, Temple
GOLDING, GEORGE, Ightham, Kent, Gent. Oct 1. Stenning, Tonbridge
GUNNING, ANNE ELIZABETH, South st, Thurloe sq. Aug 31. Palmer and Co, Trafalgar sq
HARCOURT, FREDERICK EDWARD VERNON, Cadogan sq, Chelsea, Admiral. Sept 28. Bowker and Co, Bedford row
HARRISON, EDMUND, Preston, Lancaster, Solicitor. Nov 15. Banks, Preston
HEWITT, THOMAS, Meole Brace, Salop, Gent. Oct 1. Sandford, Belmont
HODGSON, SARAH MARSHALL, Rotherham, York. Sept 15. Oxley and Coward, Rotherham
HOUFE, WILLIAM, Leeds, York, Gent. Oct 1. Harland, Leeds
JERRED, EBENEZER, Exeter, Oil Merchant. Sept 1. Jerman, Exeter
JONES, JOHN, Richmond, Jobmaster. Sept 1. Tyrrell, Raymond buildings, Gray's inn
KNIGHT, WILLIAM, Brougham rd, Dalston, Gent. Sept 20. Chamberlain, Basinghall st
LANGFORD, THOMAS NETHERTON, Carlisle pl, Victoria st, Captain. Sept 13. Robinson and Co, Lincoln's inn fields
LINNELL, RICHARD, New Windsor, Berks. Aug 25. Long and Co, Windsor
LONSDALE, WILLIAM DAVID, Nottingham, Gent. Sept 1. Hunt and Williams, Nottingham
MARSHALL, SAMUEL, Uckfield, Sussex, Esq. Aug 31. Ellis and Boulton, Sunderland
PARSONS, THOMAS, St George, Gloucester, Yeoman. Sept 29. Dix, Bristol
PRENTIS, GEORGE, Maidstone, Kent, Wine Merchant. Oct 1. Stenning, Tonbridge
SCUFFAM, SARAH, Appleby, Lincoln. Aug 31. Rollitt and Sons, Hull
SHAW, GEORGE, Ashover, Derby, Farmer. Sept 1. Cutts, Chesterfield
TRONSON, ROBERT NIXON, Castletown House, Baron's Court, Major-General. Sept 10. Liddle, Circus pl, Finsbury
WALKER, LEWIS JOHN, Waltham Abbey, Essex. Aug 31. Windus and Trotter, Epping
WRIGHT, EDWIN WHEATLEY, Eldon rd, South Kensington, Esq. Aug 27. Tatton, Lower Phillimore pl, Kensington
WILLIAMS, JOSHUA, Appledore, Devon, Merchant. Sept 29. Rooker and Bazeley, Bideford
WINSON, JOSEPH, Bakewell, Derby. Nov 8. Taylors, Bakewell
WORTHINGTON, WILLIAM JAMES, Upper Tooting, Surrey, Architect. Sept 1. Deane and Co, South sq, Gray's inn
[*Gazette*, July 31.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Aug.	6	Mr. Pemberton	Mr. Cobby	Mr. Teesdale
Tuesday	7	Ward	Jackson	Farrer
Wednesday	8	Pemberton	Cobby	Teesdale
Thursday	9	Ward	Jackson	Farrer
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Aug.	6	Mr. Koe	Mr. Lavie	Mr. Merivale
Tuesday	7	Clowes	Carrington	King
Wednesday	8	Koe	Lavie	Merivale
Thursday	9	Clowes	Carrington	King

The Long Vacation will commence on Friday, the 10th day of August, and terminate on Wednesday, the 24th day of October, 1883, both days inclusive.

At the Croydon Bankruptcy Court, on Monday, says the *Times*, before Mr. Vernon Lushington, Q.C., the adjourned public examination of Thomas Young, a solicitor, of Park-lane, Croydon, and formerly a churchwarden, and a member of the Croydon School Board, came on for hearing. Mr. H. Parry and Mr. Butcher appeared for creditors, and Mr. Hodson, barrister, appeared for the debtor. The debtor had admitted, in the course of his examination-in-chief, that about ten years ago he received from an old man, named Peters, a gardener, the sum of £280 to invest, but appropriated it to his own use. Last year he acted as solicitor for a boy, named Deacon, who was injured on the Brighton Railway. The company paid him on Deacon's behalf the sum of £100, besides his expenses. Of that amount the boy had only received £60, which the debtor admitted having paid him in small instalments. Mr. Hudson applied for the debtor's discharge on the ground that he had satisfied the trustee in the bankruptcy with regard to his accounts. Mr. Parry objected to the debtor's discharge, and asked his Honour to order a prosecution for fraud. The debtor having been further examined, his Honour said the evidence did not establish a case of fraud against the debtor. His conduct, however, with regard to the old man, Peters, and the boy, Deacon, was serious and disgraceful. But had he (the judge) any right or duty to say he should not pass his examination? The trustee was satisfied, and Mr. Parry had not shown him any authority saying that he should not pass. Therefore he should allow him to pass. Then ought he to direct a prosecution? There was no authority on the subject, and he should not be anxious to order one. There was another measure, however. Mr. Young was under the supervision of the Incorporated Law Society; he had been guilty of gross misconduct as a solicitor, and Mr. Parry could represent the fact to the society, who could take action upon it.

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, 58, Lombard-street, E.C., on the 2nd inst., the following were among the prices obtained:—National Syndicate Trust £1 shares, 19s.; Sovereign Life Assurance £10 shares, £3 5s. paid, 3s.; Johnson's Saccharum £10 shares, £6 paid, 2s. 6d.; United Horse Nails, 10s.; Metropolitan Brush Electric Light and Power £5 shares, £3 paid, 1s. 6d.; Weston-super-Mare Steam Laundry £10 six per cent. Debentures, £7 10s.; and other miscellaneous securities fetched fair prices.

SALES OF THE ENSUING WEEK.

Aug. 7.—Messrs. Driver & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement, July 21, p. 4, and July 28, p. 660).

Aug. 9.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Estate (see advertisement, July 21, p. 644).

Aug. 9.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, at 2 p.m., Freehold Estates (see advertisements, July 28, p. 660).

Aug. 9.—Mr. Walter Knight, at the Mart, at 1 p.m., Freehold Premises (see advertisement, July 28, p. 660).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Bell.—July 27, at Garbrand Hall, Ewell, Surrey, the wife of William J. Bell, barrister, of a daughter.

Duguid.—July 28, at Aberdeen, the wife of James Duguid, advocate, of a daughter.

Henstock.—July 21, at Herbert Lodge, Bonsall, near Derby, the wife of F. W. Henstock, barrister-at-law, of Lincoln's-inn, of a son, stillborn.

Melville.—July 28, at 8, Argyll-road, Kensington, the wife of Robert Melville, of Lincoln's-inn, barrister-at-law, of a daughter.

Rosher.—July 29, at 55, Bedford-gardens, Kensington, the wife of George Brenchley Rosher, barrister-at-law, of a daughter.

White.—July 31, at 20, St. Ann's-villas, Notting-hill, W., the wife of Louis S. White, barrister-at-law, of a daughter.

MARRIAGE.

Underhay—Glasse.—July 26, at Plymouth, Samuel Sydney Underhay, barrister-at-law, Middle Temple, to Ellen Constance Hadden, daughter of Admiral Glasse, C.B. of Billacombe, near Plymouth.

DEATHS.

Fawcett.—July 23, at Petteril Bank, Carlisle, John Fawcett, J.P., D.L., barrister-at-law, aged 87.

North.—July 24, at Potternewton, Leeds, William North, of Leeds, solicitor, aged 71.

Waite.—July 23, William Thomas Waite, of 3, Essex-court, Temple, barrister-at-law, aged 49.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 27, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Parnell, George Thomas, Charing cross, Engineer. Pet July 26. Pepys. Aug at 11.30

To Surrender in the Country.

Banner, John Robert, Moorfields, Liverpool, Broker. Pet July 25. Liverpool, Aug 8 at 12

Bond, William, Warwick, Innkeeper. Pet July 21. Campbell. Warwick, Aug 11 at 11

Bowler, Thomas, Levenshulme, Lancaster, Cattle Dealer. Pet July 21. Manchester, Aug 15 at 2

Claxton, George Arthur, East Dereham, Norfolk, Innkeeper. Pet July Cooke. Norwich, Aug 7 at 12

Dunn, Robert, South Molton, Devon, Tanner. Pet July 25. Bosson. Barnst Aug 14 at 12

Evans, James, Nance, Cornwall, Farmer. Pet July 23. Chilcott. Truro, Aug at 4

Jones, William, Manchester, Merchant. Pet July 24. Lister. Manchester, Aug 15 at 2

Macpherson, John, Wo'laston, nr Lydney, Gloucester, Paper Manufacturer. Pet July 23. Davis. Newport, Aug 7 at 12

TUESDAY, July 31, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abbott, R., Southwark st. Pet June 5. Murray. Aug 17 at 11.30

Baker, F. E., Grove pl, Brompton rd. Pet July 27. Murray. Aug 17 at 11

Strickland, N. C., St Paul's rd, Canonbury, Clerk. Pet July 28. Pepys. Aug at 12

To Surrender in the Country.

Harris, Edward, Bath, Gent. Pet July 28. Robertson. Bath, Aug 23 at 12

Hunt, George, Willaston, nr Nantwich, Chester, Farmer. Pet July 27. Nantman. Crewe, Aug 17 at 10

Reece, Frederick L. C., Lawson villas, Teddington, Lieutenant in Royal Navy. Pet July 26. Bell. Kingston, Aug 14 at 4

BANKRUPTCIES ANNULLED.

FRIDAY, July 27, 1883.

Hussey, Edward Giles, Pinhoe, Devon, Lime Burner. July 19

TUESDAY, July 31, 1883.

King, David, Watling st. July 24

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 27, 1883.

Aldam, William Edwin, Ashby de la Zouch, Leicester, out of business. Aug 9 at 11 at Midland Hotel, Burton upon Trent. Fisher and Co, Ashby de la Zouch

Ashton, Alfred, Mortimer rd, Kingsland, Butcher. Aug 8 at 3 at office of Pepys, Philpot lane

Austin, George, jun, Amhurst rd, Hackney, Carman. Aug 3 at 2 at Masons' Hall Tavern, Basinghall st. Lucas, Finsbury pavement

Baker, Albert Richard, Brighton, Pork Butcher. Aug 8 at 3 at office of Maynard, North st, Brighton

Baker, John, Slough, Buckingham, Plasterer. Aug 9 at 2 at office of Phillips and Ford, Hatley pl, Slough

Barnett, Frederick George, Birmingham, Grocer. Aug 9 at 3 at office of Jaques, Temple row, Birmingham

Barneveld, Alexander, and Constantine John Holmberg, Exchange chambers, Seething lane, Commission Merchants. Aug 13 at 2 at office of Pattison and Co, Queen Victoria st

Base, Jacob, West st, Mile End Old Town, Brick Merchant. Aug 10 at 2 at New Corn Exchange Tavern, Mark lane. Hatchett-Jones and Co, Mark lane

Blake, John, Worthing, Sussex, Outfitter. Aug 10 at 12 at office of Josolyne and Co, King st, Cheapside. Verrall, Worthing

Bradshaw, William, Smalley, Derby, Clerk in Holy Orders. Aug 24 at 11 at office of Holland and Rigby, Full st, Derby

Briggs, John, Bolton, Coal Merchant. Aug 8 at 12 at Public Sales Room, Baker's row, Bolton. Haslam, Bolton

Brock, George, Ethel st, Walworth, Commission Agent. Aug 7 at 2 at office of Benham, Gresham bldgs, Basinghall st. Waring, Gresham bdgs

Bromley, John, Rotherham, York, Boot Maker. Aug 8 at 2 at office of Potter and Co, High st, Rotherham

Brooks, Amos, Nottingham, Brassfounder. Aug 4 at 3.30 at office of Bird, Middle pavement, Nottingham

Brown, Samuel, Darlaston, Stafford, Screw Maker. Aug 10 at 11 at office of Baker, Market pl, Willenhall

Butt, William, Melcombe Regis, Dorset, Clerk. Aug 13 at 12 at office of Street, Upper Bond st, Melcombe Regis

Cann, Francis, Gwithian, Farmer. Aug 11 at 11 at office of Paige and Co, West End, Redruth

Chadwick, John, Buxton, Derby, Mat Dealer. Aug 8 at 3 at office of Slater and Co, Princess st, Manchester

Clark, Richard, Herworth on Tees, Durham, Butcher. Aug 8 at 11 at office of Wooler, Priestgate, Darlington

Collins, Albert, New st, Hampton, Builder. Aug 14 at 2 at office of Foord and Edwards, Philpot lane, Fenchurch st

Couldridge, William Henry, jun., Crediton, Devon, Draper. Aug 10 at 10.30 at office of Searle, Queen st chbrs, Exeter

Crump, Edwin, Warwick, Saddler. Aug 14 at 1 at office of Sanderson, Church st, Warwick

Darker, William Albert, Nottingham, Auctioneer. Aug 10 at 3 at Lion Hotel, Clumber st, Nottingham. Wright and Co, Leicester

Dennan, John Eustace, Lower Phillimore pl, Dentist. Aug 4 at 2 at 62, Chancery lane. Marshall

Dicks, Alfred, Wolverhampton, Auctioneer. Aug 9 at 11 at office of Dallow, Queen st, Wolverhampton

Dobson, Benjamin, Wakefield, York, Manufacturing Chemist. Aug 7 at 3 at office of Barratt and Senior, Wood st, Wakefield

Easterbrook, Edwin, Crediton, Devon, Carter. Aug 9 at 12 at office of Southcott, Post Office st, Bedford circus, Exeter

Evans, Albert Edward, Nichols Town, Southampton, Builder. Aug 10 at 3 at office of Parrot, High st, Southampton

Fallas, Walter, and George Blakey, Wakefield, Cabinet Makers. Aug 14 at 11 at George Hotel, Westgate, Wakefield. Hall, Wakefield

Firth, Henry, Birstal, York, Painter. Aug 8 at 11 at office of Watts and Son, Church st, Dewsbury

Fisher, Joseph, Barrow in Furness, Butcher. Aug 9 at 11 at Trevelyan Hotel, Dalkeith st, Barrow in Furness. Taylor, Barrow in Furness

Fitzmaurice, James, Bury, Lancaster, Provision, Dealer. Aug 8 at 3 at Dog and Partridge Hotel, Fennel st, Manchester. Anderton and Donnelly, Bury

Fort, John, Wigan, Lancaster, Tobacconist. Aug 14 at 11 at Clarence Hotel, Wallgate, Wigan. Barlow, Wigan

Fox, John, Hanley, Stafford, Coal Merchant. Aug 16 at 11 at office of Griffith, Ironmarket, Newcastle under Lyme

Garner, Charles Hastings, Birmingham, Bootmaker. Aug 10 at 2 at office of Foster, Bennett's hill, Birmingham

Goddard, William, London wall, Licensed Victualler. Aug 10 at 4 at Anderton's Hotel, Fleet st. Cane, Bracknell

Gwennstede, Charles, Hackney rd, Baker. Aug 8 at 3 at Corn Exchange Hotel, Mark lane. Moore, Mark lane

Griffiths, Jeremiah, Sparkbrook, nr Birmingham, out of business. Aug 9 at 3 at office of Wright and Marshall, New st, Birmingham

Guider, William, Birstall, York, Grocer. Aug 4 at 10.30 at office of Law, Crown bldgs, Commercial st, Batley

Hemmerton, Charles, Birmingham, Beer Retailer. Aug 9 at 3 at office of Fallows, Cherry st, Birmingham

Hammond, John, Norwich, Corn Merchant. Aug 9 at 2 at Inns of Court Hotel, High Holborn. Stokes, Bedford row

Harvey, George, Derby, Newsagent. Aug 11 at 11 at office of Cooke, Wardwick, Derby

Higgs, Louis, and James Hamilton Bowen, Worcester, Boot Manufacturers. Aug 13 at 3 at office of Corbett, Avenue House, the Cross, Worcester

Hobbs, Alfred William, St George, Gloucester, Builder. Aug 11 at 12 at office of Emery, John st, Broad st, Bristol

Hobbs, William Pike, Bratton, Wilts, Innkeeper. Aug 13 at 3 at office of Clark and Collins, Trowbridge

Hopewell, William, Luton, Coal Merchant. Aug 7 at 3 at Midland Hotel, Manchester st, Luton. Neve, Luton

Ide, Benjamin, and Edwin Charles Ide, Brighton, Builders. Aug 20 at 3 at office of Goodman, North st, Brighton

Jones, Emily Brinah, Swansea, Berlin Wool Dealer. Aug 7 at 12 at 1, Gresham bldgs, Basinghall st. Jones, Swansea

Jones, William Henry, Norwich, Hatter. Aug 13 at 2 at Inns of Court Hotel, Holborn. Bavin and Daynes, Norwich

Kaye, Ben, and Joe Kaye, Elland, York, Rag Grinders. Aug 8 at 11 at office of Foster and Co, Townhall chbrs, Halifax

Kidd, David, Cromford, Derby, Grocer. Aug 16 at 12 at County Hotel, St Mary's gate, Derby. Stone, Wirksworth

Lambert, George, Lord's Cricket Ground, St John's Wood rd, Tennis Player. Aug 9 at 3 at 270, High Holborn. Cooke-Collis and Sayer, Essex st, Strand

Lane, Edward John, Bucknall, Lincoln, Farmer. Aug 13 at 12 at White Bull Inn, High st, Coningsby. Fox and Page, Serle st, Lincoln's inn fields

Lawes, George Brown, London wall, Tailor. Aug 16 at 2 at Guildhall Tavern, Gresham st. Lawes, Queen Victoria st

Lumb, George Frederick, Southport, Lancaster, Grocer. Aug 10 at 3 at Bold Arms Hotel, Lord st, Southport. Lumb, Liverpool

Lynes, Arthur, and Esther Lynes, Ludgate hill, Tailors. Aug 16 at 12 at 145, Cheapside. Badham and Williams, Salter's Hall ct, Cannon st

Macnamara, John, Altrincham, Chester, Architect. Aug 10 at 3 at office of Nicholls and Co, Market st, Altrincham. Hinde and Co, Manchester

Maycock, George, West Croydon, Corn Dealer. Aug 10 at 3 at Masons' Hall Tavern, Masons' avenue. Ayers, Coleman st

Miles, Charles, Bristol, Licensed Victualler. Aug 8 at 2 at office of Clifton and Carter, Broad st, Bristol

Murray, James, Swansea, Marine Store Dealer. Aug 6 at 10 at office of Jellicoe, Prospect pl, Swansea

Peacock, Joseph Henry, Pateley Bridge, York, out of business. Aug 13 at 3 at office of Whitham and Owen, Market pl, Ripon

Pearmine, Henry, East Greenwich, Barge Builder. Aug 20 at 2 at office of Watson and Wheatley, Leadenhall st

Peat, John Robert, Beverley, York, Boot Dealer. Aug 10 at 3 at Law Society's Hall, Hull. Wray, Bridlington Quay

Perkins, William, Leamington Priors, Warwick, Tailor. Aug 14 at 12 at office of Sanderson, Church st, Warwick

Phillips, William, Favart rd, Pool Park, Fulham. Aug 9 at 12 at office of Chivers, Chancery lane

Phillips, William, Northampton, Boot Maker. Aug 14 at 3 at office of Perkins, Derngate, Northampton

Preddy, William, Ealing, Builder. Aug 9 at 2 at office of Beldam, Hart st, Bloomsbury sq

Purton, Allen, West Croydon, Surrey, Grocer. Aug 10 at 2 at Masons' Hall Tavern, Masons' avenue, Coleman st. Fowler and Co, Borough High st

Richards, Charles, Birmingham, Cattle Dealer, Aug 8 at 3 at office of Fallows, Cherry st, Birmingham

Richardson, John, New Mills, Derby, Licensed Victualler. Aug 10 at 3 at Clarence Hotel, Piccadilly, Manchester. Broadsmith

Riley, George, Leeds. Bedding Maker. Aug 9 at 3 at office of Weston and Postlethwaite, Park row, Leeds

Roberts, Charles Thomas, Lower Norwood, Surrey, Grocer. July 30 at 2 at office of Minshull, Change alley, Cornhill. West, St Paul's chambers, Ludgate hill

Robinson, Thomas, Birmingham, Retail Brewer. Aug 14 at 3 at office of Walker, New st, Birmingham. Robinson and Son, Birmingham

Rollason, John Frederick, Aston, nr Birmingham, Brassfounder. Aug 4 at 11 at office of East and Smith, Old sq, Birmingham

Rooke, Eliza Clara, Pontypridd, Milliner. Aug 4 at 4 at office of Thomas, Mill st, Pontypridd

Routh, Joseph, Cardiff, China Dealer. Aug 6 at 11 at office of Batchelor and Belcher, St Mary st, Cardiff

Saunby, Charles Henry, Gt Grimsby, Fish Merchant. Aug 10 at 11 at office of Barton, Victoria chbrs, Gt Grimsby

Sharer, Philip, Sunderland, Commission Agent. Aug 9 at 1 at office of Fairclough, Foyle st, Sunderland

Shirley, James Elliott, Olmar Wharf, Ossory rd, Old Kent rd, Timber Merchant. Aug 21 at 3 at 111, Cheapside. Peckham and Co, Knightrider st, Doctors' commons

Simmons, Henry, Formosa st, Paddington, Cab Proprietor. Aug 9 at 3 at office of Ricketts, King' cross rd

Slater, George, Cambridge, Builder. Aug 10 at 3 at office of Ginn and Matthew, St Andrew's st, Cambridge

Small, John, Birmingham, Builder. Aug 8 at 3 at office of Jaques, Temple row, Birmingham

Smith, Benjamin, Monk Bretten, nr Barnsley, York, Builder. Aug 10 at 11 at office of Dibb and Clegg, Regent st, Barnsley

Smith, Thomas Edward, Melton Mowbray, Draper. Aug 15 at 2 at Wellington Hotel, Granby st, Leicester. Barker, Melton Mowbray

Speight, Thomas, Mirfield, York, Common Carrier. Aug 8 at 3 at office of Ibberson, Westgate, Dewsbury

Stafford, Owen, Hyde, Chester, Drysalter. Aug 10 at 3 at office of Cooke, Clarendon st, Hyde

Stirret, William, Liverpool, Butcher. Aug 9 at 3 at office of Quilliam and Carruthers, Elliot st, Liverpool

Taylor, Thomas, Weston super Mare, Builder. Aug 10 at 2 at office of Parsons, High st, Bristol. Baker and Co, Weston super Mare

Thornett, John, Sandford St Martin, Innkeeper. Aug 10 at 3 at Unicorn Hotel, Deddington. Kinch, Deddington

Wass, Reuben, and William French, Leicester, Kitchen Range Manufacturers. Aug 10 at 12 at office of Harvey, Selborne bldgs, Millstone lane, Leicester

Watts, George, Torquay, Carver. Aug 9 at 11 at Charing Cross Hotel. Kitson and Co, Torquay

Way, Frank, Newport, I.W., Coal Merchant. Aug 14 at 12 at George Hotel, High st, Portsmouth. Blake, Newport

TUESDAY, July 31, 1883.

Amphlett, Henry, Worcester, Cooper. Aug 15 at 11 at office of Corbett, Avenue House, the Cross, Worcester

Ayrton, Thomas Henry, Colne, Lancaster, Draper. Aug 14 at 3 at office of Nowell, Hargreaves st, Burnley

Baker, Henry, Stoneleigh st, Notting hill, Builder. Aug 17 at 3 at office of Bilney, Salisbury sq, Fleet st

Barnes, William, Bolton, Cumberland, Farmer. Aug 15 at 11 at office of Lazonby, King st, Wigton

Bates, George Henry, Tunstall, Stafford, Grocer. Aug 13 at 3 at office of Llewellyn and Ackrill, Piccadilly st, Tunstall

Beynon, Edward, Scilly Oak, Worcester, Mechanical Engineer. Aug 10 at 3 at office of Fallows, Cherry st, Birmingham

Billson, Harry, Burton on Trent, Stafford, Saddler. Aug 10 at 1 at White Hart Hotel, Burton on Trent. Buller and Co, Birmingham

Boswarva, Henry John, Weston super Mare, Somerset, Builder. Aug 15 at 3 at office of Chapman, Groue rd, Weston super Mare

Brodribb, Joseph, Bristol, Bootmaker. Aug 16 at 2 at office of Hobbs, Clare st, Bristol

Brooke, Joseph, Wick lane, Victoria pk, Hackney, Rag Merchant. Aug 15 at 12 at office of Medcalf, Union ct, Old Broad st

Butler, James, Pond pl, Fulham rd, Builder. Aug 10 at 3 at 270, High Holborn. Cooke-Collis and Sayer, Essex st, Strand

Carey, Edwin, Tunbridge Wells, Butcher. Aug 10 at 2.30 at office of Peerless and Beeching, Tunbridge Wells

Carpenter, James, Southampton, Cycle Manufacturer. Aug 23 at 2 at office of Sharp and Co, French st, Southampton

Cowling, William, Crowle, Lincoln, Wheelwright. Aug 11 at 11 at office of Burtonshaw, Crowle

Dale, Joseph, Shelton, Stafford, out of business. Aug 14 at 2.30 at office of Sword, Cheapside, Hanley

Dellow, Sarah, Garlick hill, Upper Thames st, Basket Manufacturer. Aug 17 at 3 at office of Robinson and Leslie, Coleman st. Carritt, Fenchurch st

Edwards, William, Dymchurch, Kent, Builder. Aug 14 at 11 at Saracen's Head Hotel, Ashford. Dawes, Rye

Farncombe, John, Cornelius John Farncombe, and Benjamin Jeffery Farncombe, Brighton, Booksellers. Aug 14 at 3 at 145, Cheapside. Lamb and Evett, Brighton

Francis, Thomas, Pentre, Glamorgan, Grocer. Aug 14 at 12 at office of Morgan and Rhys, Pontypridd

Goddard, William, London wall, Licensed Victualler. Aug 10 at 4 at Anderton's Hotel, Fleet st. Cave, Bracknell

Greene, Thomas Parnell, Westbourne pk rd, of no occupation. Aug 13 at 3 at office of Vanderpump, Gray's inn sq

Haley, Henry, Bradford, Painter. Aug 13 at 3 at Law Institute, Piccadilly, Bradford. Greaves and Taylor, Bradford

Hands, William, Cheltenham, Tobacconist. Aug 11 at 11 at office of Young and Gilling, Promenade House, Cheltenham

Harden, John Webb, Cardiff, Grocer. Aug 14 at 2 at office of Sibly and Dickinson, Exchange (West), Bristol

Hatfield, Charles, Manchester, Grocer. Aug 23 at 11 at office of Whitt, King st, Manchester. Smith and Sykes, Manchester

Hausmann, William Charles, Upper Russell st, Bermondsey, Leather Merchant. Aug 21 at 3 at office of Goldberg and Langdon, West st, Finsbury circus

Hawkins, John, Bristol, Greengrocer. Aug 8 at 11 at office of Nurse, Corn st, Bristol

Heap, Robert Atkinson, Knightrider st. Aug 14 at 12 at office of Plunkett and Leader, St Paul's churchyard

Hine, Frederick, Cheadle, Miller. Aug 16 at 11 at office of Kent, Chancery lane, Longton

Hope, Nathan, Salford, Hat Manufacturer. Aug 8 at 3 at office of Connor, King st, Manchester

Hofmann, Augustus William, Castle st, Leicester sq, Auctioneer. Aug 13 at 3 at office of Rye and Eyre, Golden sq, St James's, Westminster

Irving, John, Newcastle upon Tyne, Builder. Aug 16 at 2 at office of Joel and Co, Newgate st, Newcastle upon Tyne

Jaques, George, Mirfield, York, Market Gardener. Aug 10 at 3 at office of Mitcheson, Union st, Heckmondwike

John, John, and Griffith Thomas, Llangennech, Carmarthen, Timber Merchant. Aug 14 at 2.30 at Royal Hotel, Cardiff. Howell, Llanelly

Johnson, George, Middlesborough, Iron Moulder, Aug 16 at 11.15 at office of Dunn and Watson, High row, Darlington

Johnson, Henry, Sheffield, Builder. Aug 10 at 11 at office of Binney and Co, Bank st, Sheffield

King, Tom, Oswestry, Salop, Innkeeper. Aug 13 at 2 at Public Hall, Oswestry. Ellis, Oswestry

Leadbitter, William Thomas, and George Edward Williams, Wolverhampton, Stafford, Auctioneer. Aug 9 at 3 at office of Parr, Colmore row, Birmingham

Leaver, Isaac, Barrow in Furness, Lancaster, Auctioneer. Aug 8 at 11 at Trevelyan Temperance Hotel, Dalkeith st, Barrow in Furness. Pinckney, Barrow in Furness

Levi, Morris, Leeds, Boot Maker. Aug 10 at 11 at office of Jenkinson, Albion st, Leeds

Marshall, Robert, Hanley, Stafford, Coach Proprietor. Aug 14 at 11 at Cheapside Hanley. Challinors, Hanley

Mitchell, Henry, Crewe, Fishmonger. Aug 13 at 3 at office of Cooke, Temple Oak st, Crewe

Mitchell, Thomas, Farnham, Surrey, Builder. Aug 11 at 12 at Angel Hotel High st, Guildford. Potter, Farnham

Morgan, Edwin, Newbury, Berks, Stonemason. Aug 14 at 10.30 at White Hart Hotel, Newbury. Belcher, Newbury

Mountford, Thomas, Longton, Stafford, Licensed Victualler. Aug 16 at 11 at office of Clarke and Hawley, Church st, Longton

Nowell, John, Manchester, Hotel Proprietor. Aug 17 at 3 at office of Jones, Kennedy st, Manchester

Oldershaw, Christopher, jun, Leicester, Stationer. Aug 14 at 2 at office of Longcroft, Clement's inn, Strand. Fowler and Co, Leicester

Owen, John, Tregaron, Cardigan, Innkeeper. Aug 25 at 11 at office of Lloyd, High st, Lampeter

Owen, Laura, Bangor, Carnarvon, Seed Dealer. Aug 14 at 2 at Queen's Hotel, Chester. Tomlinson, Carnarvon

Parkhurst, Francis, Horsham, Sussex, Blacksmith. Aug 7 at 1 at Crown Inn, Carfax, Horsham. Moss, Gracechurch st

Poland, Alfred, Cheetham, nr Manchester, Feather Manufacturer. Aug 15 at 3 at office of Grundy and Co, Manchester

Pratt, Francis Joseph, Darlington, Durham, Fruiterer. Aug 13 at 10.30 at office of Wilkes and Wilkes, Northgate, Darlington

Price, Alfred James, Worcester, Haberdasher. Aug 17 at 11 at office of Allen and Beauchamp, Sansome pl, Worcester

Purkis, Stephen, Chesterton, Cambridge, Corn Merchant. Aug 11 at 2 at office of Papworth and French, St Andrew's hill, Cambridge

Rapaport, Joseph Hyam, Union ct, Old Broad st, General Merchant. Aug 17 at 3 at office of Goldberg and Langdon, West st, Finsbury circus

Roberts, Price, Penmaenmawr, Carnarvon, Plumber. Aug 10 at 11 at office of Roberts, Wellington chbrs, Wellington rd, Rhyl
Ryder, Samuel, Stoke upon Trent, Grocer. Aug 13 at 11 at office of Ashwell, Glebe st, Stoke upon Trent
Saber, Joseph, Joshua Saber, and Emanuel Saber, Ely pl, Holborn, Merchants. Oct 25 at 3 at Guildhall Tavern, Gresham st. Rundle and Hobrow, Coleman st
Seanor, Samuel Exley, Leeds, Printers' Engineer. Aug 13 at 3 at office of Shaw, Commercial st, Leeds
Scargeant, William, Loftus in Cleveland, York. Confectioner. Aug 8 at 11 at office of Jackson and Jackson, Albert rd, Middlesborough
Sexton, Owen, Seven Sisters' rd, Fancy Draper. Aug 15 at 2 at office of Moss, Broad st bldgs, Liverpool st
Smith, John, Wallsend, Builder. Aug 10 at 11 at office of Jolliffe, Collingwood st, Newcastle upon Tyne
Smith, Joseph, Leeds, Boot Manufacturer. Aug 10 at 11 at office of Addyman, East parade, Leeds
Southwood, Richard, St Mary Church, Provision Dealer. Aug 10 at 10 at office of Andrew, Bedford circus, Exeter. Orchard, Exeter
Stevens, Frederick Augustus, Wharfdale rd, King's cross, Electrician. Aug 8 at 10 at Haunch of Venison Hotel, Bell yd, Royal Courts. Hope, Bell yd, Royal Courts
Symes, Frederick John, Bristol, Builder. Aug 10 at 2 at office of Hancock, Exchange East, Bristol
Tabernacle, Thomas, St Helens, Lancaster, Account. Aug 13 at 2 at office of Marsh, Victoria chmbrs, New Market pl, St Helens
Thomas, Elizabeth, West Cornforth, nr Ferryhill, Durham, Grocer. Aug 11 at 11 at Brown, Union chbrs, Union st, Sunderland
Tuer, Arthur, Aintree, nr Liverpool, Wine Merchant. Aug 14 at 2 at office of Green, St Thomas' bldgs, Liverpool
Uglow, John, Broad Clyst, nr Exeter, Devon, Miller. Aug 10 at 1 at Rougemont Hotel, Queen st, Exeter. Benson and Carpenter, Bristol
Ulph, Frederic William, Patricroft, Lancaster, Hardware Merchant. Aug 16 at 3 at office of Blakeway and Chambers, Deansgate, Manchester
Waite, William, Dartford, Builder. Aug 15 at 2 at office of Keele, Frederick's pl, Old Jewry. Haywards, Dartford
Walker, Francis, and Edward Walker, Leeds, Merchants. Aug 13 at 11 at office of Gray, Albion st, Leeds
Watson, James Galley, Sunderland, Grocer. Aug 10 at 11 at office of Crown, jun, West Sunniside, Sunderland
Wheater, Arthur William, Leicester, Trimmer. Aug 17 at 12 at office of Fowler and Co, Friar lane, Leicester
Wheeler, Sarah Elizabeth, Nottingham, Plumber. Aug 9 at 12 at office of Stevenson, Eldon chbrs, Nottingham
Wheeler, William Herbert, Ravenscourt pk, Hammersmith, Builder. Aug 17 at 3 at office of Boyce, Brook st, Bond st
Yeomans, William James, Hereford, Agricultural Implement Agent. Aug 14 at 2 at Inns of Court Hotel, Holborn. Humfrys, Hereford

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*